



NOTICE OF REQUEST FOR PROPOSALS

DISASTER MANAGEMENT, RECOVERY, AND CONSULTING SERVICES

Date: July 29, 2026

RFP #: P27-06

From: Lenore Bishop

Proposals Due: August 26, 2026

Time: 12:00 PM EST

The Town of Chapel Hill is requesting proposals from qualified firms to provide disaster management, recovery, and consulting services for the Town in the event of a natural disaster.

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 10, 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 13, 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 26, 2026**. All submissions must have the subject line: **RFP# P27-06 – Disaster Management, Recovery, and Consulting – "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 29, 2026
Deadline for Vendor Questions	August 10, 2026, at 12:00 PM EST
Responses to Vendor Questions Posted on Town website	August 13, 2026
Proposals Due	August 26, 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 10, 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 13, 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. EST on August 26, 2026**. The email subject line must read "RFP# P27-06 Disaster Management, Recovery, and Consulting – Company Name". Any **submissions received after 12:00 P.M. EST 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 a 20-page limit to the proposal submittals, including the required forms in Section Four.

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 1 – 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 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; and
- e. Use service and assistance from such organization as Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

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

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 Form of Contract.

The contract to be awarded as a result of this RFP will be in substantially the same form and content as Attachment 1 - 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.

2.9 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.

3.0 – Section Three – Scope of Work

3.1 Introduction.

The Town of Chapel Hill is soliciting proposals from experienced and qualified firms to provide disaster management recovery and consulting services in the event of a natural or manmade disaster within the area as directed by the Town.

The Town of Chapel Hill is located between the Research Triangle Park and the Triad cities of Greensboro, Winston-Salem and High Point, NC. Chapel Hill encompasses 21.1 square miles and is located within Orange and Durham Counties. With more than 59,000 residents (United States Census Bureau, July 2016), Chapel Hill is a vibrant town and is home to the University of North Carolina.

The Town does not currently have an executed contract for disaster management recovery and consulting services in place. The Town also does not have a debris management plan.

Responding firms must, at a minimum, have performed at least three (3) disaster management, recovery and consulting services projects in the past ten years and provide references for the communities where these projects took place. Firms 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.

3.2 Contract Term.

The Town will enter into a contract with no committed immediate or annual cost to the Town. The Town 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 Scope of Services.

The scope of services may include disaster management, recovery, and consulting services to support the oversight and management of debris clearance and removal contractors. As such, the firm should be capable of providing a range of related services including damage assessment, debris monitoring, training, emergency planning, infrastructure restoration, and other services as needed and requested by the Town. Other services may include, but not limited to, facilitating communication with FEMA, Federal Highway Administration (FHWA), the State of North Carolina and other state and federal agencies; coordination with state or county insurance representatives; pre-event planning; post-event administration, grant funding, and reimbursement services.

A. Debris Monitoring Services.

The selected firm will be expected to provide debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas, waterways, and other public, eligible, or designated areas. Specific services may include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the Town.
- b. Selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and any other permitting/regulatory issues as necessary.
- c. Scheduling work for all team members and contractors on a daily basis.
- d. Hiring, scheduling, and managing field staff.
- e. Monitoring recovery contractor operations and making and implementing recommendations to improve efficiency and speed up recovery work.
- f. Assisting the Town with responding to public concerns and comments.

- g. Certifying contractor vehicles for debris removal and maintain a truck certification list utilizing FEMA guidance.
- h. Entering load tickets into a database application.
- i. Digitization of source documentation (such as load tickets).
- j. Developing daily operational reports to keep the Town informed of work progress.
- k. Development of maps, Geographical Information Systems (GIS) applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the Town for processing.
- m. Project Worksheet or other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by Town staff and designated debris removal contractors.
- n. Final report and appeal preparation and assistance.

B. Emergency Management Planning and Training.

As directed by the Town, the selected firm shall provide:

- a. Project management to include the formulation and management of permanent work projects, task force management, and Town Boards and Panels.
- b. Technical support and assistance in developing public information regarding debris pick-up and safety.
- c. Other training and assistance as requested by the Town.
- d. Other reports and data as required by the Town.
- e. Other emergency management and consulting services identified or required by the Town, including possibly assisting with providing input on the development of a debris management plan.

C. Damage Assessment and Administration Services.

If requested, the selected firm shall provide post-disaster damage assessment and administration services to include assessment, planning and recovery management services. Specific areas where services may be requested include Town facilities, utility systems, transportation systems, and other sectors as required.

3.4 Payment.

Firms 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 Contract Coordinator.

4.0 – Section Four – Required Documents

4.1 Hourly Rate Schedule

Hourly rates shall include all costs associated with the required services.

POSITIONS	HOURLY RATES
Project Manager	
Operations Managers	
Schedule/Expeditors	
GIS Analyst	
Field Supervisors	
Debris Site/Tower Monitors	
Environmental Specialist	
Project Inspectors (citizen drop-off site monitors)	
Load Ticket Data Entry Clerks	
Billing/Invoice Analysts	
Administrative Assistants	
Field Coordinators (crew monitors)	
Other Required Positions (please specify) _____	
Other Required Positions (please specify) _____	
Other Required Positions (please specify) _____	
Other Required Positions (please specify) _____	

Proposer may include other positions, with hourly rates and attach job description for each position.

4.2 Proposer’s Certification Form

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

I hereby propose to perform the services as specified in this Request for Proposal No. P27-06 at the rates described on the **HOURLY RATE 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 firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

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

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.

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

_____	Federal Tax Id: _____
Name Of Firm	
_____	Phone: _____
Authorized Signature	
_____	Fax: _____
Name and Title	
_____	Email: _____
Mailing Address	

City, State, Zip Code	

4.3 Non-Collusion Affidavit

Proposal Request No. P27-06
State of North Carolina
Town of Chapel Hill

_____ (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: _____

4.4 Certification Regarding Lobbying

Proposal Request No. P27-06

“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: _____

4.5 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: _____

4.6 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 60 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

4.7 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 tabbed as identified below. Failure to submit this information may render your proposal non-responsive. There is a 20-page limit to the proposal response, including the required forms in Section Four.

Each respondent shall provide the following information in the order below:

Section 1: Introduction: Company Information

- Firm's name and business address, including telephone, email address, website address.
- The type of firm (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- Year established. Include former firm/company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the firm's authorized negotiator. The person identified must be empowered to make binding commitments for the firm.
- 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: Qualifications of the Firm

- Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full-time employees of the proposing firm.
- List any professional training and experience, especially in relation to the type and magnitude of work required for the particular scope of services.

Section 3: Experience

- Experience demonstrating **current capacity** and **expertise** in debris removal, solid waste and hazardous waste management and disposal.
 - The proposer must demonstrate experience managing debris monitoring for *government entities* involving a minimum of 150,000 cubic yards of debris for each client.
 - List the number of existing disaster management contracts with other agencies. Provide an explanation of how the firm will fulfill this contract if several entities are affected by the same disaster and the firm has existing contracts in place with those entities. If this situation were to arise, how will the firm assure the Town that they will provide service here and not go to another location that has more damage?
- Documented knowledge and experience of federal, state and local emergency agencies; state and federal programs, funding sources and reimbursement processes.
- Experience with special disaster recovery program management services including private property and right-of-entry (ROE) work, waterways clean-up and reimbursement, FEMA appeals processing, hauler invoice reconciliation and contracting.

- Describe the process used to encourage minority participation when soliciting requests for work during an on-going project or event.

Section 4: Technical Approach and Delivery Schedule

- Provide a description of how your team will work with Town staff prior to contract activation to discuss workflow during an event.
- Provide a general discussion of the proposing firm's technical approach to the project to include startup procedures and requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery firms, billing and invoicing reporting procedures to FEMA and the Town.
- Provide a timeline detailing the pre-event planning (based on hours/days after contract activation).

Section 5: References: Past Performance

- Provide a minimum of three (3) references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. It is preferred that references be from government entities for debris monitoring experience involving a minimum of 150,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone number(s), date of the contract, and amount of contract.
- Information concerning any pending, ongoing, or prior litigation within the last ten (10) years.

Section 6: Forms (as provided)

- 4.1 Hourly Rate Schedule
- 4.2 Proposer's Certification Form
- 4.3 Non-Collusion Affidavit
- 4.4 Certification Regarding Debarment and Suspension
- 4.5 Certification Regarding Lobbying
- 4.6 Vendor Contact Form and Addenda Acknowledgement
- 4.7 Compliance or Exception to Terms and Conditions

6.0 – Section Six – Evaluation Criteria

CRITERIA	WEIGHT
Hourly Rates	20%
Qualifications of Firm and References	25%
Experience	25%
Technical Approach and Delivery Schedule	20%
Exceptions and Forms	10%

Attachment 1 – Sample Contract

**STATE OF NORTH CAROLINA
COUNTY OF ORANGE**

**CONTRACT FOR
DISASTER MANAGEMENT,
RECOVERY, AND
CONSULTING 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

wn 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

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

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

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 may be 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.