



**NOTICE TO BIDDERS**  
**For**  
**Landscape and Grounds Maintenance Services**  
**for the Town of Chapel Hill Public Housing Department**

**BID:** Q20-147  
**TO:** ALL PROSPECTIVE BIDDERS  
**FROM:** ZAKIA ALAM, PURCHASING & CONTRACTS MANAGER  
**SUBJECT:** LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR THE  
TOWN OF CHAPEL HILL, PUBLIC HOUSING DEPARTMENT

**DATE:** MAY 4, 2020

The Town of Chapel Hill is soliciting bids for Landscape and Grounds Maintenance Services for Town of Chapel Hill, Public Housing Department. If you are interested in bidding on this Landscape and Grounds Maintenance Services contract, please submit your bid by **3:00 P.M. on Friday, May 22, 2020** addressed to Town of Chapel Hill, Purchasing & Contracts Manager, 405 Martin Luther King Jr. Boulevard, Chapel Hill, NC 27514.

All bids shall be in sealed envelopes and marked on the exterior, "**Landscape and Grounds Maintenance Services for Town of Chapel Hill, Public Housing Department**". Bid forms must be completed in ink or typewritten.

Please contact Roy Richardson, Senior Maintenance Mechanic at (919) 969-4983 or email at [Richardson@townofchapelhill.org](mailto:Richardson@townofchapelhill.org) for any questions regarding the bid package.

Bid submittal questions should be directed to Zakia Alam, Purchasing and Contracts Manager at 919 969-5022 or email at [zalam@townofchapelhill.org](mailto:zalam@townofchapelhill.org).

Attachments:

- Site Maps
- Contractor Bid Form
- Weekly Service Report
- Sample Small Service Contract with Federal Provisions

Landscape and Grounds Maintenance Services for Town of Chapel Hill  
Public Housing Department, Chapel Hill, NC  
BID: Q20-147, May 4, 2020



**INSTRUCTIONS TO BIDDERS FOR  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES  
FOR THE TOWN OF CHAPEL HILL  
PUBLIC HOUSING DEPARTMENT**

**BID: Q20-147**

**DATE: May 4, 2020**

- Bids are due in the Purchasing Office at Town Hall, 405 Martin Luther King Jr. Boulevard, Chapel Hill, North Carolina 27514 by **3:00 P.M., on Friday, May 22, 2020.**
- **All bids received after the time and date specified will not be considered.**
- Any bid may be withdrawn up until the due date and time set for bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the services set forth in the Contract for Landscape Services until one or more of the bids have been duly accepted.
- The bidder's attention is directed to the fact that the information submitted will ultimately be considered as an integral part of the Contract executed with the successful bidder. Copy of the bid for Landscape and Grounds Maintenance Services can be downloaded from the Town's website at [www.townofchapelhill.org](http://www.townofchapelhill.org).
- All questions concerning this project shall be submitted in writing to Roy Richardson @ [Rrichardson@townofchapelhill.org](mailto:Rrichardson@townofchapelhill.org) by **5:00 P.M., Monday, May 11, 2020**. All questions and answers will be published in the form of an addendum on the Town website at [www.townofchapelhill.org](http://www.townofchapelhill.org) by **Thursday, May 14, 2020**.
- The submission of a bid from any interested Contractor is in and of itself evidence that the Contractor has (a) examined the Contract for Landscape and Grounds Maintenance Service

and Bid Documents Thoroughly, and (b) visited the site(s) where the work is to be performed and familiarized him/herself with all conditions affecting the bid and the possible performance of the work.

Bid forms must be completed in ink or typewritten. If necessary, additional copies may be obtained from the Contract Coordinator.

All bids shall be in sealed envelopes and marked on the exterior, **“Landscape and Grounds Maintenance Services for Town of Chapel Hill, Public Housing Department”** and mailed to:

Zakia Alam, Purchasing and Contracts Manager  
Town of Chapel Hill  
405 Martin Luther King Jr. Boulevard  
Chapel Hill, NC 27514

- All bids received will be examined promptly after opening and award will be made at the earliest possible date thereafter.
- The bid of the lowest responsive/responsible bidder(s) will be accepted. The lowest responsive/responsible bidder(s) shall mean the bidder(s) who make(s) the lowest bid, to provide the services set forth in the agreement and who is known to be fit and capable to perform the services bid upon.
- Each designated area will be bid separately. The Town reserves the right to award the contracts to one or multiple successful bidders.
- The Town of Chapel Hill specifically reserves the right to reject any and all bids, to accept any or all parts of a bid, to increase or decrease the quantity for required services to meet additional or reduced requirements or to re-solicit bids on the required services, or to reject any and all bids and formally advertise for bids on the required services or portions thereof.
- All prospective bidders are to take special notice that performing the work per specifications as well as cost will be an important factor in determining selection of the contractor. Only contractors with a demonstrated ability to render mowing services will be awarded this contract.

## **BID EVALUATIONS**

Evaluation of the Bids is expected to be completed within 10 days after their receipt.

In evaluating Bids, the Public Housing Department will consider whether or not the Bids comply with the prescribed requirements as may be requested in the Bid Form or prior to the Notice of the Award. Public Housing staff may conduct such investigations and deemed necessary to assess in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Contractor and proposed subcontractors and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Public Housing Department's satisfaction within the prescribed time.

## **SELECTION CRITERIA AND PROCESS**

Chapel Hill Public Housing reserves the right to reject any and all bids, if the Department believes that it would not be in the best interest of the Town to make an award.

- Bids received will be reviewed to ensure that each has met the minimum requirements outlined in this Bid document. Bids that do not meet these minimum requirements may be rejected.
- The Department will not award any contract unless the prospective contractor has been determined to be responsible. A responsible contractor must:
  - Have adequate financial resources to perform the contract, or the ability to obtain them;
  - Be able to comply with the required or proposed delivery or performance schedule taking into consideration all of the bidder's/offeror existing commercial and governmental business commitments;
  - Have a satisfactory performance record;
  - Have a satisfactory record of integrity and business ethics; and,
  - Be otherwise qualified and eligible to receive an award under applicable federal and state laws and regulations, including not be suspended, debarred under HUD-imposed limitations.
- The successful bidder(s) shall procure and maintain during the life of the contract the following insurance coverage's:

**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.

**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 Acord 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.

**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.

**Hold Harmless:** The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill 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 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.

**Town of Chapel Hill Public Housing Department**  
**Landscape Maintenance Contract General Specifications**

**I. GENERAL CONDITIONS**

**CONTRACT PERIOD**

The initial term of performance of this maintenance contract will be for a period of twelve (12) months beginning on July 1, 2020 and ending on June 30, 2021. Upon mutual agreement between the Town and the Contractor, the contract may be extended for an additional period of one (1) year. All changes in the terms and conditions of this contract must be confirmed in the form of a written amendment, which is to be approved by the purchasing agent.

**SCOPE OF CONTRACT**

The contractor will provide complete landscape and grounds maintenance including all reasonable and necessary labor, supervision, equipment and supplies to keep the contracted area of the 13 Public Housing Communities properly maintained. **(SEE EXHIBIT A: SITE MAPS)**  
The Contracted areas shall be:

1. **Airport Gardens:** Located on Martin Luther King Blvd between Bradley Road and Bolin Center. (22,960 square feet)
2. **Caldwell/Church Street:** Located on the corner of Caldwell and Church Street 1 block away from Northside Elementary School. (15,980 sq. feet)
3. **Craig-Gomains:** Located near downtown Chapel Hill in the Northside community. Includes Craig, Edwards, Gomains, Sykes and Bynum Street. (37,180 sq. feet)
4. **Colony Woods West:** Located off of Legion Road at Jackie Robinson Street and Adelaide Walters Street. (28,574 sq. feet)
5. **Eastwood:** Located at the corner of Piney Mountain Road and Louis Armstrong Court (29,264 sq. feet)
6. **Lindsay Street:** Located off Church Street near Chancellor Square. (7,590 sq. feet)
7. **North Columbia Street:** Located between Stephens and Caldwell Street (8000 sq. feet)
8. **Oakwood:** Located in Carrboro on Oak Avenue off Main Street near South Estes (27,290 sq. feet)
9. **Pritchard Park:** Located on North Pritchard Avenue (14,740 sq. feet)
10. **Rainbow Heights:** Located off Martin Luther King Jr. Boulevard at Stateside (also known as Bright Sun) (23,088 sq. feet)
11. **South Estes Drive:** Located off Fordham Drive at South Estes near University Place. (47,240 sq. feet)
12. **South Roberson Street:** Located between Franklin Street and Cameron Avenue (10,800 sq. feet)
13. **Trinity Court:** Located off North Pritchard Avenue across the street from Pritchard Park units (35,900 sq. feet)

The Contractor shall inspect the areas involved and become aware of the existing conditions and the extent of the work to be performed. The areas are listed above include mowing maintenance services.

#### CHANGES IN SCOPE OF WORK

The Town may at any time change the scope of work in the contract by written notice to the Contractor, giving therein a date upon which the change shall become effective. On such effective date the Contractor shall make the required changes in operations. Upon receipt of a change notice, the Contractor shall submit to the Contract Coordinator an estimate of the change in working hours or increase in cost resulting from said change. The Town shall then provide Notice to the Contractor that it consents to the change in scope and increase in costs or that it has determined not to change the scope of work whereby the contract price would remain the same or the parties may negotiate any such changes.

#### SUBCONTRACTING

Subcontracting any part or the entire contract is not permitted.

#### INSPECTION AND WORK CONFERENCE

The Contractor shall accompany an appointed representative of the Town on special inspections of the work at any time during business hours of the Town. The Town reserves the right to make determinations as to whether service is being performed satisfactorily. The Contractor will meet with the appointed Town representatives for a conference and tour to evaluate the performance of the contract as needed.

#### COMPLAINTS AND RESPONSES

The Contractor shall correct all complaints and supply requests for services within a 24-hour time period, or sooner as deemed necessary by the Town representative. All complaints, both major and minor, shall be investigated by the Contractor during the same working day, when feasible. Any complaint which cannot be corrected during the same working day or which cannot be dealt with because of reasons beyond the Contractor's control shall be specifically reported to the Town representative.

The Town reserves the right to deduct fees from the monthly payment for deficient work, work not performed, and work which is not satisfactorily corrected within a reasonable period. Should the Town choose to deduct part of the monthly fee, the Contractor will be notified of the reason for, and the amount of the deduction in writing. Written notice of any deduction will be faxed, emailed or mailed to the Contractor within three days of the incident.

Deductions for poor service or services which have been omitted will be determined by the Town representative and will be based on the impact the omission or poor quality service has on the area and the frequency of such.

Upon written notice, uncorrected complaints, if considered reasonable by the Town representative, shall be cause for any and all of the following actions by the Contract Coordinator:

- A. To obtain the services from within its own staff or from another source without prior notice to the Contractor. Costs for these services will be charged to the Contractor and deducted from its next pay request.
- B. To cancel the contract as outlined in this contract.

### BILLING AND PAYMENT

The Contractor shall submit a bill to the Town for work performed under this contract. The Contractor shall bill and the Town shall pay the rates 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.

### TERMINATION

The Town may terminate this contract at any time by reason of unsatisfactory performance or other default of the Contractor upon thirty (30) days prior written notice by the Contract Coordinator. Unsatisfactory performance by the contractor shall be defined as, frequent and systematic violations of the terms of the contract, such as failure to perform all tasks as described, and failure to resolve deficiencies in a timely manner after notification.

Such cancellation notice shall be made by email to the Contractor. Upon cancellation, the Contractor's payment for services performed shall be held for a period not to exceed sixty (60) days. During this period, the Contract Coordinator will assess any costs or damages due the Town. The Contractor will be liable for any damages due and for excess costs of obtaining the services for the balance of the original contract period.

The Town may suspend or terminate the contract without notice for serious safety and/or security violations.

Except as may be set forth for certain described contracts in Exhibit B, 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 as described herein.

The Contractor will be required to provide to the Town, upon termination, an executed release of lien before final payment is processed.

### LIABILITY

The Contractor shall assume liability of damage or loss resulting from the wrongful act(s) and/or negligence of its employees while they are on Town-owned premises. The Contractor or his insurer shall reimburse the Town for any such damage or loss within thirty (30) days after a claim is submitted.

## PLACE OF BUSINESS

The Contractor will maintain a 24-hour telephone answering service and provide contact within one hour by a responsible management official of the firm on a 24 hour-a-day, seven day-a-week basis. Contractor shall be available by cell phone and have a functioning email address during all times of this contract where the Contract Coordinator can communicate with the Contractor. The Contractor shall email the Contract Coordinator a minimum of once weekly to coordinate any service concerns and shall be available for area inspections with the Town representative at least monthly.

If, as a result of the Contractor's failure to comply with this provision, the Town is required to engage Town personnel or other outside contractors to complete work which would have been required of the Contractor under this contract, the Contractor shall have deducted from the next invoice, payment of the entire cost of such substitute services (for instance by reason of Contractor's employees failure to show up for work).

## GENERAL CONDITIONS

- A. This agreement embodies all representatives, rights, duties, and obligations of the parties. Any prior oral or written agreements not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- B. The Contractor shall be properly licensed and shall have been established in the landscape maintenance service contracting business for a minimum of three (3) years in North Carolina.
- C. The Contractor shall furnish all supplies and equipment necessary to perform the services required by this contract.
- D. The Contractor agrees not to use any materials or equipment for the work under this agreement that does not meet the necessary requirements for the public safety and the safety of the Town of Chapel Hill employees and citizens.
- E. The Contractor shall adhere to all Town of Chapel Hill ordinance regulations applicable to leaf blowers and other motorized agriculture and landscape maintenance equipment (Article III, Sec. 11-40.1).
- F. The work shall be performed so as to minimize inconvenience to the Town and Public Housing residents. Throughout the duration of the agreement, the Contractor shall maintain access to the work areas as required by the Town, unless prior written approval is otherwise obtained in advance. The Contractor shall provide signs and warning devices to ensure safe passage for pedestrian and vehicular traffic at all times.

- G. The Contractor shall make necessary provision to protect all work areas and shall be responsible for full restoration of any damages and costs of restoration to the work areas. All damages to the work areas, incidental to the performance of the work described in the entire documents, shall be repaired or replaced by the Contractor.
- H. The Contractor shall make necessary provision to protect structures and property from any and all damage arising out of, relating to, or resulting from this work.
- I. The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his/her employees at work, and at the completion of the Agreement. Contractor shall remove all supplies and/or materials belonging to Contractor from and about the work area and all tools, leaving the premises clean.
- J. The Contractor, upon completion of this Agreement, and before final payment is authorized by the Town or its Contract Coordinator, may be required to furnish the Town (at the Town's option) an affidavit certifying that all charges for labor, materials and any other expenses incurred by the Contractor pertaining to the execution of this Agreement have been paid in full, to the end and that no liens of any kind or character may be affixed against the above properties. Final payment on the Agreement amount will be made only after final inspection and acceptance of all work to be performed by the Contractor, and the Contractor submits (at the Town's option) satisfactory releases of liens or claims for liens by the Contractor, laborers, and materials suppliers under his control.

#### SECURITY

Any problems occurring on the premises which are reported to the police are also to be reported to the contract coordinator.

Only the Contractor's employees (no friends, family members, etc.) are permitted on site when services are performed.

#### CONTRACTOR'S PERSONNEL

- A. Upon request, Contractor must supply the Town with a list of employees and/or supervisors to be used in performing services in the areas maintained, as well as phone numbers for contact persons including all supervisors and owners.
- B. Contractor staff shall be in uniform at all times during performance of this contract.
  - a. Shirts shall be uniform in appearance. T-shirts shall be acceptable.
  - b. Shirts shall have business identification such as logo or business name.
  - c. Pants shall be uniform in appearance in both color and style.
  - d. Tattered cut-offs for shirts or pants shall be unacceptable.
  - e. Hats shall be at the discretion of the contractor.
  - f. All PPE and safety vests shall be provided by the contractor for each worker.

C. Contractor shall provide visible business identification on contractor's vehicles.

#### GENERAL SUPERVISION OF EMPLOYEES

The Contractor agrees to be responsible for and shall provide general supervision of all employees working under this contract. The Contractor shall ascertain that all employees abide by the following rules:

- A. They shall be of good integrity and character.
- B. They will not be employees of the Town of Chapel Hill, or former employees of the Town of Chapel Hill who were terminated for cause.
- C. They will have no convictions for violent crimes (homicide, rape, robbery, assault, sexual offense, etc.) or property crimes (burglary, larceny, shoplifting, etc.) for the last ten years.
- D. They shall report any property loss or damage to their Supervisor immediately. The Supervisor shall report in writing, such damage to the Contract Coordinator within 24 hours. Written notice of the incident will be faxed, emailed or provided in hardcopy, specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract.
- E. They shall not engage in idle or unnecessary conversation with Town employees, Public Housing residents or patrons of the Town.
- F. Upon written request of the Contract Coordinator to the Contractor, any of the Contractor's employees who fail to abide by these or other rules established by the Coordinator will be immediately pulled off the job and replaced.

#### EQUIPMENT AND SUPPLIES

The Contractor shall provide all equipment and supplies (adequate in kind, quantity and quality) for professionally performing these services in a manner that is satisfactory to the Town's Contract Coordinator.

All products (chemicals) shall be kept in a properly labeled container and a Material Safety Data Sheet (MSDS) kept on each item, in a clearly marked MSDS notebook by the contractor. The contractor shall also supply a copy of all MSDS sheets to the Contract Coordinator. No chemicals will be used by the contractor with a signal word on the label greater than "Caution".

#### PERFORMANCE OF EXTRA SERVICES

The Contractor shall, upon written request from the Town, perform extra services. The Contractor shall be entitled to charge for such services at an hourly rate, per employee. Requests for payment for additional services shall be submitted no later than the next regular monthly invoice and should be specifically identified as services rendered over and above contract provisions. Snow and/or ice removal is considered an extra service.

## **II. MAINTENANCE STANDARDS**

The contractor will provide complete landscape and grounds maintenance including litter and debris removal; sidewalk and curb edging; trimming around signs, poles, guardrails and other in-ground objects; herbicide applications to control weeds in perennial beds, around mulched areas of trees and shrubs, joints in hard surfaces; mulching designated areas, and mowing of turf grass.

The tasks must be accomplished during the specified times at each of the listed areas. A Town representative will inspect the premises on a routine basis to ascertain whether the services are being provided properly. The contractor shall maintain and keep current a weekly service report form to document all maintenance functions performed by the contractor's personnel. This form will be submitted weekly to a Town representative by email. This report will be used to verify work completed and to coordinate invoices.

### **LITTER AND DEBRIS REMOVAL**

- A. Litter and any other debris should be removed by the contractor on an as needed basis. Litter and debris is defined as objects that are unsightly or present obstacles to mowing and other grounds maintenance operations including but not limited to: rocks in turf areas; wind and storm damage items; paper, glass, trash, or debris deposited or blown onto the sites; metal; auto parts; tires; parts of tires; any material illegally dumped on the roadways; and tree limbs. These items are to be removed within the extent of right of way, including concrete medians. The Contractor is responsible for all dump fees associated with debris removal.
- B. Leaf buildup shall be removed by the contractor on a regular basis. For heavy accumulation, such as seasonal buildup in the fall, the contractor will be expected to remove leaves in a reasonable period of time so as not to damage turf or prevent water flow into gutters. The contractor shall continue leaf removal until all leaves are removed. This includes all areas that are maintained where leaves continue to collect during the winter months. The leaves can be blown beyond the tree line where possible. Leaf debris should not be deposited in ditches or on right-of-way curbs.
- C. Litter and debris removal frequencies: **At a minimum of every two weeks or as needed.**

### **TRIMMING AND EDGING**

- A. Trimming: Grass shall be trimmed during or as an immediate operation following mowing. Trimming may be accomplished by hand-held powered shears or rotary nylon "string" cutting machines. Grass will be trimmed at the same height as adjacent turf is mowed, and as needed to remove all grass blades from around all obstacles and vertical surfaces in the turf such as signposts, light poles, trees, walls, cement curbs and medians. Contractor shall use special care when trimming around trees to avoid damage to bark surface and/or the living cambium layer beneath. Areas around fire hydrants shall be cleared sufficient to connect fire hoses.

- B. Edging: Mechanical edging of all yards surrounding Public Housing properties, including public playgrounds in the Public Housing community, edges abutting sidewalks, and flush paved surfaces, including all road curbs at interchanges, and entry lanes onto other streets. This may be accomplished by string trimmers, push blade edging machines or tractor mounted edging equipment.

## WEED CONTROL

Weeds emerging or existing in all plant bed areas, mulched areas, sidewalks and concrete medians will be controlled by the Contractor so areas are weed-free. The Contractor should incorporate Integrated Pest Management strategies to minimize weed issues.

- A. The use of products with the active ingredient Glyphosate is the only post-emergent herbicide pre-approved by the Town.
- B. Pre-emergent herbicide will be applied by the contractor in perennial beds to prevent the germination of annual weeds. It will be applied twice per year, typically in mid to late February for control of summer annual weeds and early to mid-September for control of winter annual weeds.
- C. The contractor may propose use of other herbicides, but this must be approved in writing by the Town before any application is made. Proposal shall include the submittal of the following:
  - 1. a product label
  - 2. a product MSDS
  - 3. a written statement detailing purpose(s) for the application(s)
  - 4. a written description detailing exactly what locations and areas of service within each location
  - 5. the application(s) will be made along with proposed dates for the applications.
- D. Weeds may be sprayed with a herbicide containing glyphosate or a herbicide that has been pre-approved by the town's designee. Where spraying is not possible due to harming desirable plants, weeds will be manually removed to ensure no growth.
- E. All applications will be made under the supervision of or by a person that holds a valid N.C. Pesticide Operator's License.
- F. The contractor will maintain a log of herbicide applications made by employees. The log will note all application locations, amounts applied and dates of application. Entries into the log will be noted to the Town as part of the weekly service report referred to in Section II under Facility Maintenance Standards.
- G. The contractor and their staff shall be responsible to address public or Town employee inquiries regarding hazardous chemicals being utilized by the Contractor. Inquiries shall be addressed in accordance with State and Federal "Right to Know" and "Hazard Communication" laws.
- H. Chemical treatment of grasses or weeds around the edges of riprap, storm drains, streams, ponds, swales, culverts, wetlands or any water is not allowed. If any chemical treatment of weeds within the riprap is needed, it must be an approved aquatic herbicide. A weed whip is preferred when necessary.

## MULCHING

Mulching should occur once per year and completed by **March 31<sup>st</sup>** of the contract year. Mulch will be placed in perennial beds, around trees and shrubs to a minimum depth of three (3) inches and no more than four (4) inch depth **after settling has occurred**. The type of mulch used is determined by the Public Housing Maintenance Supervisor or his/her designee.

- A. Mulch should not make contact with trees or shrubs and should be a minimum of three (3) inches from the base.
- B. No mulch can remain on hard surfaces or in the gutter or street.
- C. All mulched areas should be kept weed free at all times.

## MOWING

- A. Before each mowing, the Contractor shall remove all debris and litter from the maintained areas.
- B. Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any missed uncut grass.
- C. Excess grass clippings should be evenly distributed over the turf.
- D. All mowing equipment shall be adjusted to proper height with blades adequately sharpened.
- E. Mowing will be done carefully so as not to damage bark of trees, shrubs or other desirable plants.
- F. Mowing shall be done at a safe speed as not to rut turf areas. Sharp turns should be limited to necessary situations and never at speeds that result in rutting of soil to prevent erosion. Ruts made by contractor deemed excessive shall be repaired by contractor at contractor expense.
- G. Mowing will not be done when weather or conditions will result in damaged turf, uneven cutting, or rutting grounds.
- H. Grass clippings or debris caused by mowing, weed eating or trimming will be removed from adjacent walks, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a storm water inlet/catch basin(s) nor be allowed to enter any body of water. Failure to follow these requirements may result in termination of the contract.
- I. Mowing Schedule: Mowing should occur **every other week**. The first mowing should occur in March and be coordinated with the town's representative. The schedule will also include one mowing in November.
- J. Each contract year will contain a schedule that will include deadlines for events where maintenance will need to be coordinated with the town's designee to ensure that areas are acceptable in appearance.

The events include the following:

- Start of the Fall Semester/move-in at UNC (typically the second week of August)
- The start of the Annual Pop-up/Clean Up Neighborhood schedule (Usually in April)
- Public Housing Annual Spring Fling (Typically the last week in April)
- National Night Out (Usually the 2<sup>nd</sup> Tuesday in August)
- UNC's Graduation (always the 2<sup>nd</sup> Sunday in May)

**EXHIBIT C**

**CONTRACTOR BID FORM FOR  
CONTRACT LANDSCAPE AND GROUNDS MAINTENANCE SERVICES  
FOR CHAPEL HILL PUBLIC HOUSING  
BID: Q20-147**

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Signature \_\_\_\_\_

FAX \_\_\_\_\_ Print Name \_\_\_\_\_

Number of days required from execution of contract until work can begin: \_\_\_\_\_

Number of days from bid opening that prices are good (must be at least 45 days): \_\_\_\_\_

Proposed Monthly Maintenance Fee: \_\_\_\_\_

Hourly Rate Per Employee For Performance of Extra Services: \_\_\_\_\_

**Chapel Hill Public Housing  
BID: Q20-147  
CONTRACTOR BID FORM FOR  
CONTRACT LANDSCAPE AND GROUNDS MAINTENANCE SERVICES**

**EQUIPMENT INVENTORY AND PERSONNEL**

**List equipment (please be specific) that will be dedicated to fulfilling this contract, including the number of each listed.**

MOWERS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EDGING EQUIPMENT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TRIMMERS:  
\_\_\_\_\_  
\_\_\_\_\_

BLOWERS:  
\_\_\_\_\_  
\_\_\_\_\_

OTHER:  
\_\_\_\_\_  
\_\_\_\_\_

How many employees will be dedicated to fulfilling this contract? Full time \_\_\_\_ Part time \_\_\_\_

We employ \_\_\_\_\_ regular full time employees

We employ \_\_\_\_\_ part time employees

Number of employees that must be hired to perform this contract \_\_\_\_\_ (if applicable)

**CHAPEL HILL PUBLIC  
HOUSING DEPARTMENT  
BID: Q20-147  
CONTRACTOR BID FORM FOR  
CONTRACT LANDSCAPE AND GROUNDS MAINTENANCE SERVICES**

**Provide a list of references that your company has performed similar work as specified in this document.**

	<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>PHONE NUMBER</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

The above information is correct to the best of my knowledge.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**EXHIBIT D**

# Weekly Service Report for

For the week ending: \_\_\_\_\_

	SERVICE AREA:	DATE:	WORK COMPLETED:
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			

I, \_\_\_\_\_ confirm that the above work was completed as stated.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Exhibit E

### Sample of the Small Service Contract Funded by Federal Assistance that will be used for the awarded bid.

STATE OF NORTH CAROLINA  
COUNTY OF ORANGE

CONTRACT FOR  
{DESCRIPTION OF SERVICES TO BE  
PROVIDED UNDER THIS CONTRACT}

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 services hereinafter described for the Town of Chapel Hill. This Contract is for {Description of Services to be Provided Under This Contract}.

#### 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 shall pay for the Contractor’s services as set forth in Exhibit D,
3. Fee Schedule and Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount}. Payment shall be made according to Exhibit D.
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.
5. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Contract. The Contractor shall bill and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
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.
7. Insurance Provisions: The Town requires evidence of Contractor’s current valid insurance (if applicable) in the amounts stated below during the duration of the named project and further requires that the Town be named as an additional insured for 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. Based on nature of services to be provided by the contractor and assessment of risk posed to the Town, the Town may require evidence of supplementary insurance coverages.
8. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this Contract 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. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes. 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: Except as may be set forth for certain described contracts in Exhibit B, 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 as described herein.
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 exhibit attached hereto 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: In the event that the terms of any exhibit attached hereto are not consistent with the terms of this Contract, this Contract shall have preference; provided that where either any exhibit attached hereto or this Contract 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 shall furnish the Town certified statements setting forth, the cost of all materials purchased from each vendor and the amount of North Carolina sales and use taxes paid thereon. In the event the Contractor makes several purchases from the same vendor, the Contractor's certified statement shall indicate the invoice number, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina sales and use taxes paid thereon. The Contractor's certified statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina sales or use tax paid thereon by the Contractor. The Contractor shall furnish such additional information as the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim by the Town for sales or use taxes. The Contractor shall obtain and furnish to the Town similar certified statements by the subcontractors. The certified statements to be furnished shall be in the form of the standard CONTRACTOR'S SALES TAX REPORT and shall be submitted with each request for payment. The Town will not make payment to the Contractor until the CONTRACTOR'S SALES TAX REPORTS ARE SUBMITTED. Any and all refunds received by the Town of said taxes shall remain with the Town, and the Contractor shall not be entitled to such refund.
19. Term: This Contract, unless amended as provided herein, shall be in effect until { \_\_\_\_\_ }, 20{\_\_\_\_\_}.

[SIGNATURES ON FOLLOWING PAGE.]

This Contract is between the Town of Chapel Hill and {Contractor's Full Legal Name} for {Description of Services to be Provided Under This Contract}.

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

**{CONTRACTOR'S FULL LEGAL NAME}**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME & TITLE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINTED NAME & TITLE

**TOWN OF CHAPEL HILL**

\_\_\_\_\_  
DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

\_\_\_\_\_  
PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

\_\_\_\_\_  
TOWN CLERK

TOWN SEAL

**Town Clerk** attests date this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved as to Form and Authorization

\_\_\_\_\_  
TOWN LEGAL STAFF

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

\_\_\_\_\_  
FINANCE OFFICER

\_\_\_\_\_  
DATE

## **EXHIBIT B**

### **Additional Provisions for Contracts Funded Through Federal Assistance**

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 § 200.326 and 2 CFR Part 200, Appendix II, as applicable.

**A. All Contracts – Compliance with Debarment and Suspension (Executive Orders 12549 and 12689).** [2 CFR Part 200, App. II (H)]

A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), *Debarment and Suspension*. SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**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.

**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 of Chapel Hill 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 Federal Assistance Standard Provisions – Revised 4.27.2020

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.

**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)]

Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town of Chapel Hill must report all suspected or reported violations to the Federal awarding agency.

**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 material).** [2 CFR Part 200, App. II (J)]

In performance of this contract, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency 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.

**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. §§ 3702 and 3704 (40 U.S.C. §§ 3701-3708, as supplemented by Department of Labor regulations [29 CFR Part 5]). [2 CFR Part 200, App. II (E)]**

Per 40 U.S.C. § 3702, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Per 40 U.S.C. § 3704, no laborer or mechanic involved in construction work can be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**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 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.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. [2 CFR Part 200, App. II (G)]**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

**K. 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 the 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 if the Town of Chapel Hill so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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 this 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 PROVISIONS**

In addition to the above provisions required by 2 CFR § 200.326 and 2 CFR Part 200, Appendix II, this Contract is subject to additional Federal regulations including, but not limited to, the following:

**L. 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.

**M. 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.

Federal Assistance Standard Provisions – Revised 4.27.2020