REQUEST FOR PROPOSAL
Landscaping Services
RFP # 19S0213

NOTICE IS HEREBY GIVEN that the Cape Fear Public Utility Authority (hereinafter referred to as "CFPUA" or "the Authority") is requesting proposals for Landscaping Services. CFPUA will receive such proposals in the office of and addressed to:

Cape Fear Public Utility Authority
ATTENTION: Teresa Horsboll, Procurement Clerk
235 Government Center Drive
Suite 201
Wilmington, N.C. 28403

THE PROPOSAL SUBMISSIONS WILL BE RECEIVED
UP TO THE HOUR OF 2:00 PM., WEDNESDAY, DECEMBER 12, 2018
The bid can be delivered via email, U.S. Postal Service, Commercial Carrier or by Hand.
This is not a public bid opening.

A Mandatory Pre-Bid Conference to be held at 2311 N 23rd St, Wilmington, NC, 28401 on Wednesday, November 28, 2018 at 9:00 am. This is a mandatory Pre-Bid Conference. A Contractor representative must attend the pre-bid conference for that company to bid.

For any questions regarding this bid, please contact Teresa Horsboll, Assistant Procurement Manager, at bids@cfpua.org. Questions regarding the bid will be received, via email only, up until December 5, 2018 at 2:00pm.

All proposal worksheets and forms must be properly executed and submitted as part of the bid. The CFPUA reserves the right to reject any or all bids.

This RFP and Draft Agreement comply with Federal Funding (FEMA), should the need arise.

Julia Vosnock, MBA
Procurement Manager

Landscaping Services
RFP # 19S0213
Instructions for Bidders

Deadlines Schedule:

Request for quotes	**November 14, 2018**
Mandatory pre-bid meeting	**November 28, 2018 @ 9:00 AM**
Deadline for Questions (must be emailed or faxed)	**December 5, 2018 @ 2:00 PM**
Deadline for Receipt of quotes	**December 12, 2018 @ 2:00 PM**
Proposed date of Award	**January 9, 2019 (Board Meeting)**
Effective date of Contract(s)	**February 1, 2019**

Proposals will be received by Cape Fear Public Utility Authority, to provide maintenance for Landscaping Services as specified in the Scope of Work and Contract, up to the date and time above, at Cape Fear Public Utility Authority 235 Government Center Drive Wilmington NC 28403.
The bid can be delivered via email, U.S. Postal Service, Commercial Carrier or by Hand. This is not a public bid opening.

For any questions regarding this bid, please submit via email using **bids@cfpua.org.** Questions regarding the bid will be received up until the date and time above.

Proposals must be submitted showing unit prices as requested on the Cost Proposal Sheet.

The Authority reserves the right to award **Zone 1, Zone 2, Zone 3 and Zone 4** separately.

All bids shall be valid for a period of 60 days pending approval and awarding of contract.

Quoted price should not include any sales tax; only reflect the actual bid price of the service.

Cape Fear Public Utility Authority reserves the right to reject any and/or all bids received, or to select the proposal which, in our opinion, is in the best overall interest of CFPUA.

Proposals will be evaluated by determining the lowest responsible, responsive bidder considering:

- Bidder's ability and capacity to provide services.
- Character, integrity, reputation, judgment, experience and efficiency of bidder.

Bidder must meet all the above requirements for proposal to be considered. All proposals shall be signed.

Bidders shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible as per 2 C.F.R. § 200.321.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
(3) Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

All Proposals are subject to renewal each term, upon mutual agreement. The initial term of agreement will expire January 31, 2020, with the option to renew, after review, for up to three (3) additional 12 month terms with the same prices, terms and conditions as set forth in this original contract.

This Request for Proposal and all proposer responses are considered public information, except for trade secrets specifically identified in writing by the Proposer, which will be handled according to State Statute or other laws. Any section of the Proposer's response package that is deemed to be a trade secret by the Proposer shall be submitted in a separate envelope clearly marked "TRADE SECRET INFORMATION- DO NOT DISCLOSE."

*NCGS 143-131 specifies that informal bids are not subject to public inspection until the contract is awarded***.**

Landscaping Services
RFP # 19S0213
General Specifications

Purpose

To groom and maintain the grounds landscaping of multiple Cape Fear Public Utility Authority owned facilities. The main period of coverage is from March 1 – October 31. This period could expand or contract, if conditions dictate, with written directive from CFPUA.

This bid could be subject to Federal Funding (FEMA) related work. The Federal Funds section (36.) of the Draft Service Contract would be enforced should we need to request Federal Funds (FEMA) pursuant to a declared emergency and recovery. Review the Federal Funds section to be certain your business can comply.

Definitions of Work Standards

a. Mowing- To cut down grass with mechanical device to the desired height. Desired height will be approved by Department Head or Designee for each location.

b. Trimming- To make neat and tidy by clipping, pruning, or smoothing and to remove excess by cutting, trees and shrubs.

c. Pruning- To cut off or remove dead or living parts or branches to improve shape or growth, trees and shrubs.

d. Mulching / Pinestraw laydown- To apply a protective covering of organic mulch or pine straw. Organic mulch is to be placed around plants to prevent the evaporation of moisture, the freezing of roots, and the growth of weeds. Mulch is not to be shredded and colored construction and demolition debris. Mulch / Pine are straw to be included in the monthly bid price.

e. Weed Eating- To cut down with mechanical device a plant (weed) that is considered undesirable, unattractive, or troublesome, especially one that is growing where it is not wanted.

f. Weeding- To pull a plant (weed) that is considered undesirable, unattractive, or troublesome, especially one that is growing where it is not wanted.

g. Edging- With a mechanical device produce a distinct boundary between a lawn, and another ground surface feature such as a paved, concreted or asphalted area, or a granular material such as sand or gravel, or simply uncovered soil, for example an unbounded garden.

h. Removal of Trash/ Debris- To pick up and disposes of trash and/or debris. This includes pine cones, fallen leaves, dead limbs less than 40 lbs, and trash. Pine cones should be picked up on all sites at normal visits and removed from the site. If a storm or event occurs, and the site needs to be picked up before the next return visit, CFPUA will make arrangements for an additional visit with the contractor. If the contractor cannot handle the amount of debris / trash due to illegal dumping, or if the size of the debris creates a hardship, the contractor should contact the CFPUA's designated supervisor. Additional costs must be approved by CFPUA's designated supervisor.

i. Blowing off sidewalks and parking lots- To blow off sidewalks and parking lots with mechanical device, in a non-invasive manner to adjacent properties.

j. Applying Chemicals- To apply chemicals as directed by the chemical specification. **All chemicals are to be supplied by the contractor. Chemicals would be applied only to the work areas the landscaping contract covers. Chemicals may be applied only at the directions of the Department Head or Designee. Some CFPUA sites are not to have any chemicals applied. The only chemical that may be used in the scope of this contract is an herbicide, fungicide, or pesticide. All chemical applications must be performed by a NCDA&CS licensed practitioner. All Chemicals must be EPA approved per manufacturer's recommendations.**

k. Herbicide-A Chemical substance used to destroy or inhibit the growth of weeds.

l. Fungicide-A Chemical substance used to destroy or inhibits the growth of fungi.

m. Pesticide- A Chemical substance used to kill insects.

PROPOSAL - WORKSHEET
Landscaping Services
Cape Fear Public Utility Authority

DETAILS PER ZONE

Zone #1

Landscaping and Maintenance Zone # 1

Services to include mowing, trimming, weed eating and removal of any trash/debris and apply chemicals as required. Chemical use requires pre-approval from Department Director or Designee.

Zone 1 - Section 1: Locations to be serviced twice per month

Or a total of 16 services between March 1 and October 31. If conditions dictate, with the approval of the CFPUA Designee, services per month could be more or less than twice per month; but should not to exceed 20 total services between the dates above.

Wells !!No Chemicals shall be applied!!

Site	Site Location	Price per Month
Well #6	N.C. TP 2900 North Chase Pkwy West	$
Well # 9	401 Bountiful Lane	$
Well # 10	3027 Harvest Road	$
Well # 11	60 Stoney Road	$
Well # 12	105 Berry Street	$
Well # 13	101 Deerfield Road	$
Well # 16-Q	7520 Old Oak Road	$
Well # 53	522 W. McClure Cr.	$

Groundwater Way Facilities

Services to include mowing, weeding, pruning, trimming, and removal of any trash/debris, blow off sidewalks and parking lots and apply chemicals as required to the serviced areas. Chemical use requires pre-approval from Department Director or Designee. Twice per year, at the beginning and end of season mulch the landscaped areas. Area around pond is included.

To include spot treatment of fire ants as necessary.

Site	Site Location	Price per Month
Nano WT Plant	637 Groundwater Way	$
Operations Facility	633 Groundwater Way	$
*EMS Facility	628 Groundwater Way	$

*EMS Facility- Trees and Plants to be watered as part of the visit

Raw Water Pumping Station

Site	Site Location	Price per Month
Kings Bluff	282 Private Road, Riegelwood NC	$

TOTAL ZONE 1 - SECTION 1: $_____Per Month

Zone 1 - Section 2: Locations to be serviced once per month

Wells!! No Chemicals shall be applied!!

Site	Site Location	Price per Month
Well # 4	3501 Fredrickson Road	$
TP	Fredrickson Road	$
Well # 7	3060 North Chase Parkway West	$

Booster Pump Stations

Site	Site Location	Price per Month
BP-1	3721 Worthdale Dr (Booster PS 1)	$

Nano Plant Well Fields!! No Chemicals shall be applied!!

Site	Site Location	Price per Month
A-23	660 Groundwater Way	$
B-22	602 Groundwater Way	$
C	7572 Plantation Dr	$
F	7684 Plantation Dr	$
G	7564 Plantation Dr	$
H	7552 Plantation Dr	$
I	7834 Plantation Dr	$
J	7737 Plantation Dr	$
K	7440 Plantation Dr	$
L	7428 Plantation Dr	$

Elevated Storage Tank

Site	Site Location	Price per Month
HSWT*	3901 Roger Haynes Dr, Castle Hayne (Holly Shelter Tank)	**$**
CHWT**	3900 Juvenile Center Rd (Castle Hayne)	**$**
NCWT	2607 Northchase Pkwy SE (North Chase)	**$**

*Holly Shelter Tank apply herbicide as needed inside the fence, cut a ten foot area around fence and cut both sides of access road

**Castle Hayne Water Tank apply herbicide as needed inside the fence and rip rap swale areas. Cut ditch line between the fence and the road.

TOTAL ZONE 1 - SECTION 2: $_____Per Month

Zone #2

Landscaping and Maintenance Zone # 2

Services to include mowing, trimming, weed eating, and removal of any trash/debris and apply chemicals as required. Chemical use requires pre-approval from Department Director or Designee.

Zone 2 - Section 1: Locations to be serviced twice per month

Or a total of 16 services between March 1 and October 31. If conditions dictate, with the approval of the CFPUA Designee, services per month could be more or less than twice per month; but should not to exceed 20 total services between the dates above.

Wells !!No Chemicals shall be applied!!

Site	Site Location	Price Per Month
Well # 1	7353 Quail Wood Road	$
Well # 2	7200 Murrayville Road	$
Well # 3**	826 Bay Blossom Drive	$
Well # 4**	2119 White Road	$
Well # 5**	1202 Shenandoah Street	$
Well # 8-P/OPWT*	506 Ogden Park Drive (Ogden Park Tank)	$
Well # 18	150 Beawood Road	$
Well # 24/KGWT*	1026 Fitzgerald Drive (Kings Grant Water Tower)	$
Well # 25	5029 Lord Tennyson	$
Well# 26	278 Candlewood Drive	$
Well # 27	605 Governors Road	$
Well # 31	136 East Bedford Road	$
Well # 32	237 Buff Circle	$
Well # 33	105 Spartan Road	$
Well # 34	915 Sea SprayDrive (1026)	$
Well # 35	315 Sabra Drive	$
Well # 36	237 Tanbridge Road (239)	$

*Well 24 & 8P shall be mowed inside and outside of the fence area. Outside fenced area should be cut to the edge of the woods, around tank, and over to back of well site, to include a minimum of 20' radius of monitoring well. Well 8P to include water tower that is fenced separated.

**Shrubs alongside of buildings shall be trimmed and reshaped each growing season.

Elevated Storage Tank

Site	Site Location	Price per Month
PNWT	8101 Market Street (Porters Neck Tank)	$

Booster Pump Stations

Site	Site Location	Price per Month
PNBP- Porters Neck*	605 Wild Dunes Cr (Booster PS)	$
PNBP- Porters Neck	405 Wild Dunes Cr (site adjacent to above)	$

*Note: Cut area inside and outside of fence to wooded area behind tank and to edge of steep hill behind pump house. Spray and remove any growing vines near the tank, generator, fence, and pump station.

TOTAL ZONE 2 - SECTION 1: $_____Per Month

Zone 2 - Section 2: Locations to be serviced once per month

Wells !!No Chemicals shall be applied!!

Site	Site Location	Price per Month
Well # 15	7520 Elkmont Drive	$
Well # 19	110 Marsh Oaks Drive	$
Well #20	208 Bayfield Drive	$
Well # 28- M	349 Ogden Park Drive	**$**
Well # 29-N	249 Ogden Park Drive	**$**
Well # 30-O	300 Ogden Park Drive	**$**

TOTAL ZONE 2 - SECTION 2: $_____Per Month

Zone #3

Landscaping and Maintenance Zone # 3

Services to include mowing, trimming, weed eating and removal of any trash/debris and apply chemicals as required. Chemical use requires pre-approval from Department Director or Designee.

Zone 3 - Section 1: Locations to be serviced twice per month

Or a total of 16 services between March 1 and October 31, if conditions dictate, with the approval of the CFPUA Designee, services per month could be more or less than twice per month; but should not to exceed 24 total services between the dates above.

Wells !!No Chemicals shall be applied!!

Site	Site Location	Price per Month
Well # 3/VPWT**	655 Hallyburton Memorial Pkwy	$
Well # 38	326 Kingston Road	$
Well # 39	117 Kilarny Road	$
Well # 40	401 Windward Drive	$
Well # 41	402 Monterey Drive	$
Well # 42	222 Cheyenne Trail	$
Well # 43	401 Navahoe Trail	$
Well # 44	4906 Waltmoor Road	$
Well # 45	5515 Bernhardt Court	$
Well # 48	6426 Myrtle Grove Road	$
Well # 49	225 McQuillan Drive	$

**Well 3 all fenced in area needs to be maintained including around cell providers facilities. Also, cut back growth in rip rapped swales, and maintain a minimum 3' path between all exterior bushes and fence so branches will not grow through fence.

Elevated Storage Tank

Site	Site Location	Price per Month
DSWT	910 Wooster Street (9th & Dawson St)	$

TOTAL ZONE 3 - SECTION 1: $_____Per Month

Zone 3 - Section 2: Locations to be serviced once per month

Wells !!No Chemicals shall be applied!!

Site	Site Location	Price per Month
Well # 1	402 Cathay Road	**$**
Well # 2	543 Cathay Road	**$**
Well # 37	5806 Michelle Road	$
Well # 46	124 Southwold Drive	$
Well # 47	5401 Myrtle Grove Road	$
Well # 50	6608 Chorley Road	$
Well # 51	5132 Carolina Beach Road	$
Well # 52	112 Silva Terra Drive	$

Elevated Storage Tank
No Chemicals shall be applied!!

Site	Site Location	Price per Month
WBWT*	132 Westbrook Ave (Westbrook Tank)	$
ASR-MW7**	End of Telephone Road	$
ASR-MW5***	Off of Allens Lane	$

* WBWT: Cut 4ft radius around outside of fenced area and behind tank around water retention pond to edge of woods.

**ASR-MW7: Weed eat minimum of 5 foot around well enclosure on utility Right of Way. NO Chemicals!!!!

***ASR-MW5: Cut from monitoring well back to entrance of outfall area to facilitate vehicle entry and working around well. (To access, go to the end of Allens Lane, Turn left on to paved private unnamed roadway, go past No Trespassing signs to end of paved roadway, continue off end of paved roadway to opening in wooded area, follow wooded area to monitoring well.) NO Chemicals!!!!

Elevated Storage Tank
Chemicals may be applied as necessary

Site	Site Location	Price per Month
17TH WT	2255 South 17TH Street (17TH & Shipyard)	$
Arrowhead WT	4936 Wilderness Rd.	$

TOTAL ZONE 3 - SECTION 2: $_____Per Month

Zone #4

Landscaping and Maintenance Zone # 4

Services to include mowing, weeding of beds, pruning, trimming, and removal of any trash/debris, blow off sidewalks and parking lots and apply chemicals as required to the serviced areas. Chemical use requires pre-approval from Department Director or Designee. Twice per year, at the beginning and end of season, mulch the landscaped areas.
To include spot treatment for fire ants as necessary.

Zone 4 - Section 1: All Locations to be serviced twice per month

Or a total of 16 services between Mar 1 and October 31. If conditions dictate, with the approval of the CFPUA Designee, services per month could be more or less than twice per month; but should not to exceed 24 total services between the dates above.
In cases of inclement weekly weather, weekend work is acceptable for make-up days.

Wastewater (WWTP) and Water Treatment (WT) Plants

Site	Site Location	Price per Month
NSWWTP	2311 N. 23rd Street, Wilmington NC 28401 (James A. Loughlin Wastewater Treatment Plant)	$
SSWWTP	3436 River Road, Wilmington NC 28412 (M'Kean Maffitt Wastewater Treatment Plant)	$
Sweeney WTP	1833 N 5th Ave., Wilmington NC 28401, (John R. Sweeney Sr. Water Treatment Plant)	$

1. **NSWWTP**: 2311 N. 23rd Street (James A. Loughlin Wastewater Treatment Pl), Wilm NC 28401

Bi-Weekly

a. Grass around retention ponds requires mowing to water surface level each visit
b. Edging around admin building every visit
c. Spray weeds growing in sidewalk cracks and street curb each visit.
d. Cut inside fence between facility fence and DOT fence each visit
e. Blow grass and sand from all sidewalks, street curbing and concrete pads around entire facility each visit.

Monthly

a. Edge around sidewalks and roadways required monthly
b. Weeding of flower beds and trimming shrubbery at administration and centralized maintenance building monthly.
c. Remove weeds from entire facility fence and spray as necessary. No weeds or vines on fence.
d. Spray weed killer at rocks between fore and aft south pond and rocks at spillway for both north and south pond as necessary

Once at the beginning of the season and once at the end

a. Mulch bedding, with borders, at administration and centralized maintenance building twice a year

2. **SSWWTP**: 3436 River Road (M'Kean Maffitt Wastewater Treatment Pl), Wilmington NC 28412

Bi-Weekly

a. Cut grass on entire plant site.
b. Clean up litter and mow outside fence line along River Road.
c. Mow buffer outside the fence on North side and the field by the river.
d. Edge sidewalks and curbs around the administration building.
e. String trim the entire plant, around tanks and equipment.
f. Blow debris off the streets, sidewalks and concrete areas.

Monthly

a. Weed the flower beds around Administration building and the Maintenance building.
b. Trim the hedges around the Administration and Maintenance buildings.
c. Pull or spray weeds with weed killer in all other areas around the plant.
d. Edge around all plant curbing, roadways, sidewalks and concrete pads.
e. Remove weeds from the fences and spray with weed killer before growth is established. At no time should there be weeds growing on any facility fence. No herbicide to be applied along river fence.
f. Remove any soil/sand/weeds from curb, gutter and roadways.

Once at the beginning of the season and once at the end

a. Mulch around administration building and the Maintenance building.
b. Clear a ten-foot buffer outside the fence on the property adjacent to the firing range.

3. **SWEENEY WTP:** 1833 N 5th Ave., Wilmington NC 28401

Bi-Weekly

a. Cut grass on entire plant site.
b. Clean up litter and mow outside fence line.
c. Edge sidewalks and curbs around the administration building.
e. String trim the entire plant, around tanks and equipment.
f. Blow debris off the streets, sidewalks and concrete areas.

Monthly

a. Weed the flower beds.
b. Trim any hedges around the Administration and Maintenance buildings.
c. Pull or spray weeds with weed killer in all other areas around the plant (check with plant supervisor on this) do not spray near river.
d. Edge around all plant curbing, roadways, sidewalks and concrete pads.
e. Remove weeds from the fences and spray with weed killer before growth is stablished. At no time should there be weeds growing on any facility fence. No herbicide to be applied along river.
f. Remove any soil/sand/weeds from curb, gutter and roadways.

Once at the beginning of the season and once at the end

a. 250 CY of mulch required at beginning and end of season. **(open to a work around for mulch that won't wash away)**
b. Edging around sidewalks, tanks, and roadways monthly to include blowing of all debris

TOTAL ZONE 4 - SECTION 1 : $_____Per Month

PROPOSAL FORM
RFP # 19S0213
Landscaping Services -- Cape Fear Public Utility Authority
Zone 1, Zone 2, Zone 3, Zone 4

The undersigned hereby certifies that this bid is made without prior understanding, agreement or connection with any person(s), firm(s) or corporation(s) making bids or proposals. The bidder further certifies that he/she is not suspended or debarred from bidding by any federal, state, or local agency and that, if awarded this contract, he/she will abide by all specifications, provisions and conditions contained in the bid invitation.

Mandatory Pre-Bid Conference will be held at 2311 N 23rd St., Wilmington NC 28401 in the Sweeney Water Treatment Plant Training Room. This is a mandatory Pre-Bid Conference. A Contractor representative must attend the pre-bid conference for that company to bid.

Site visits are recommended. Addresses are provided for the locations of the sites. All plant site visits MUST be by appointment. Email bids@cfpua.org to schedule an appointment.

Proposals received after the deadline for receipt of quotes, or from companies who did not attend the pre-bid conference will not be considered.

Company Name:_____

Total Cost per month for Landscaping & Maintenance Services as outlined in the attached detail:

The cost per month is based on the estimated billing months of March 1- October 31 for the requested number of visits. This time frame could expand or contract dependent on the growing season. Billable at the end of each month after service is performed.

Zone and Section	Price per Section	Zone	Total Zone Price per month
Zone 1 - Section 1 per month	$	Zone 1 Total	$
Zone 1 - Section 2 per month	$		
Zone 2 - Section 1 per month	$	Zone 2 Total	$
Zone 2 - Section 2 per month	$		
Zone 3 - Section 1 per month	$	Zone 3 Total	$
Zone 3 - Section 2 per month	$		
Zone 4 - Section 1 per month	$	Zone 4 Total	$

Addendum
Please record below, to acknowledge receipt of any addenda issued by CFPUA to this request for proposal:
Addendum No. _____ Date_____, 20___

Addendum No. _____ Date_____, 20___

BIDDER INFORMATION / QUESTIONNAIRE

The following information must be supplied in order for your company to receive consideration for award of this contract.

Company Name: _____

A. List of all establishments (on separate letterhead) now under your care including contact person and telephone numbers.

B. Number of employees you will be working in the specified zone(s) for landscaping and maintenance service._____

C. Estimated number of work hours per week._____

D. Communication is key to a successful working relationship. If awarded this contract can your company provide contact cell phone numbers and email address(es)? _____Yes _____No

E. Provide copies of chemical applications certifications per NCDA&CS.

F. Has your company ever been required to provide an Employee Dishonesty Bond?_____ Yes _____ No

G. Has your company or any principal of your company ever been denied a bond of this type?_____ Yes _____ No

H. Can you secure a bond of this type, if it is requested by the CFPUA?_____ Yes _____ No

I. Can you provide detailed invoices? One main invoice, but each line indicating service provided, with cost, for each site zone. _____ Yes _____ No

J. Are you able to comply with the Federal Funds section of the Contract should there be a declared event? _____ Yes _____ No (Complete Attachment A)

K. Please provide any details to the questions above in the lines below:

_____

_____

_____

PROPOSAL SIGNATURE SHEET

Please provide the following information on your company:

Company Legal Name:	
Mailing Address:	
City, State, Zip:	
Phone:	**Email:**
Printed Name:	**Title:**
Signature:	**Business License:**

Type of Company:
check one

__Sole Proprietor

__Partnership

__Corporation **State of incorporation:** _____

__LLC **State of incorporation:** _____

Is your company a minority owned company? _____Yes _____No

If so is it _____MBE _____WBE _____HUB_____DBE

Bid Submittals:

1. Pages P3-P13
2. Current references – Questionnaire A.
3. Anti-Lobbying Certification – Attachment A
4. Copies of any chemical application certifications

ATTACHMENT A

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 , "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 subawards at all tiers (including subcontracts, subgrants, 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

_____
Name and Title of Contractor's Authorized Official

_____
Date

STATE OF NORTH CAROLINA CONTRACT NO 19S0213

COUNTY OF NEW HANOVER

AGREEMENT BETWEEN
THE CAPE FEAR PUBLIC UTILITY AUTHORITY, NORTH CAROLINA
AND
_____

THIS AGREEMENT made this the _____ day of _____ 20_____, by and between the CAPE FEAR PUBLIC UTILITY AUTHORITY, (hereinafter called "CFPUA"), a body politic and corporate organized under North Carolina General Statutes Chapter 162 A and located in New Hanover County, North Carolina; and _____, a _____organized under the laws of the State of North Carolina, (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

1. General

    a. The intent of this agreement is to set out the minimum requirements for landscaping and maintenance services for the multiple locations outlined in zones listed. Services are to include mowing, trimming, pruning, mulching, and weed eating, pulling weeds, removal of any trash/debris, blowing off sidewalks and parking lots and applying chemicals as directed. Required services are outlined by locations per zones. Please note all locations do not require the same services. Contract will be awarded per zone(s).

2. Definitions of Work Standards

    a. Mowing- To cut down grass with mechanical device to the desired height. Desired height will be approved by Department Head or Designee for each location.

    b. Trimming- To make neat and tidy by clipping, pruning, or smoothing and to remove excess by cutting, trees and shrubs

    c. Pruning- To cut off or remove dead or living parts or branches to improve shape or growth, trees and shrubs.

    d. Mulching / Pinestraw laydown- To apply a protective covering of organic mulch or pine straw. Organic mulch is to be placed around plants to prevent the evaporation of moisture, the freezing of roots, and the growth of weeds. Mulch is

DRAFT

not to be shredded, colored, or construction and demolition debris. Mulch / Pine are straw to be included in the monthly bid price.

e. Weed Eating- To cut down with mechanical device a plant (weed) that is considered undesirable, unattractive, or troublesome, especially one that is growing where it is not wanted.

f. Weeding- To pull a plant (weed) that is considered undesirable, unattractive, or troublesome, especially one that is growing where it is not wanted.

g. Edging- With a mechanical device produce a distinct boundary between a lawn, and another ground surface feature such as a paved, concreted or asphalted area, or a granular material such as sand or gravel, or simply uncovered soil, for example an unbounded garden.

h. Removal of Trash/ Debris- To pick up and disposes of trash and/or debris. This includes pine cones, fallen leaves, dead limbs less than 40 lbs, and trash. Pine cones should be picked up on all sites at normal visits and removed from the site. If a storm or event occurs, and the site needs to be picked up before the next return visit, CFPUA will make arrangements for an additional visit with the contractor. If the contractor cannot handle the amount of debris / trash due to illegal dumping, or if the size of the debris creates a hardship, the contractor should contact the CFPUA's designated supervisor. Additional costs must be approved by CFPUA's designated supervisor.

i. Blowing off sidewalks and parking lots- To blow off sidewalks and parking lots with mechanical device, in a non-invasive manner to adjacent properties.

j. Applying Chemicals- To apply chemicals as directed by the chemical specification. **All chemicals are to be supplied by the contractor. Chemicals would be applied only to the work areas the landscaping contract covers. Chemicals may be applied only at the directions of the Department Head or Designee. Some CFPUA sites are not to have any chemicals applied. The only chemical that may be used in the scope of this contract is an herbicide, fungicide, or pesticide. All chemical applications must be performed by a NCDA&CS licensed practitioner. All Chemicals must be EPA approved per manufacturer's recommendations.**

k. Herbicide-A Chemical substance used to destroy or inhibit the growth of weeds.

l. Fungicide-A Chemical substance used to destroy or inhibits the growth of fungi.

m. Pesticide- A Chemical substance used to kill insects.

3. Scope of Work

a. The CONTRACTOR shall provide all equipment, labor, and materials to perform landscaping and maintenance services per the attached list of sites and the description of the work in accordance with the definitions in Paragraph 2 of this agreement. All work must be completed in a timely and professional manner. Dates and times for services must be approved prior to beginning work.

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4. Employee's Visitors

    a. The CONTRACTOR'S employees shall not receive any visitors on CFPUA's property.

5. Identification of Contractor's employees

    a. All employees used by the CONTRACTOR shall at minimum wear clothing displaying an identifying decal of the CONTRACTOR'S company and/or name tag when working in CFPUA facilities.

6. Roster of Employees Filed With CFPUA

    a. The CONTRACTOR shall furnish the CFPUA's Department Director or designee with the names and addresses of the employees that will be used at CFPUA locations. CONTRACTOR'S employees must be able to provide proper identification at all times. As changes are made, the CFPUA's Department Director or designee shall be informed.

7. Honesty and Integrity of Contractor and Contractor's Employees

    a. All employees of the CONTRACTOR shall be checked out by the CONTRACTOR as to their US citizenship or legal aliens with valid green card, and to the honesty and integrity and shall have good recommendations.
    b. It is mutually agreed that CONTRACTOR is an independent contractor and not an agent of the CFPUA, and as such the CONTRACTOR shall not be entitled to any CFPUA employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

8. Found Property

    a. The CONTRACTOR'S employees shall be instructed to turn in to his/her supervisor at the earliest possible moment anything of value found on the premises of the locations served. The CONTRACTOR shall immediately turn such property over to the CFPUA's Department Director or designee stating where it was found.

9. Protection and Damage

    a. The CONTRACTOR shall be responsible for exercising proper care in the performance of this contract and shall, without additional expense to the CFPUA, be responsible for all damage to persons or property that occurs as a result of the CONTRACTOR'S fault or negligence in connection with the execution of the work. It will be the responsibility of the CONTRACTOR to repair or replace any property broken or damaged as a result of the CONTRACTOR'S operations or the actions of the CONTRACTOR'S agent or employees. The CONTRACTOR is required to comply with all OSHA regulation relevant to all work performed.

    b. The CONTRACTOR shall be responsible for anything taken from CFPUA locations, by his employees. In the event such occurs and theft is proven, the

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CONTRACTOR shall be fully responsible and such losses shall be withheld from the CONTRACTOR'S monthly check until same has been satisfied. The employee that was involved in such a loss will not be permitted to continue working at CFPUA locations.

10. SDS Sheets

    a. The CONTRACTOR shall provide SDS sheets for all chemicals used on Cape Fear Public Utility Authority property. These sheets must be sent to the CFPUA's Department Director or Designee. Any Chemicals used must be pre-approved.

11. Term

    a. The Initial term of agreement will expire January 31, 2020, with the option to renew, after review, for up to three (3) additional 12 month terms with the same terms and conditions as set forth in this original contract.

12. Payment

    a. The CONTRACTOR will invoice the Cape Fear Public Utility Authority monthly for all services. The Cape Fear Public Utility Authority agrees to pay the CONTRACTOR within 30 days of receipt of an invoice.

13. Pricing

    The cost per month is based on the estimated billing months of April 1- October 31. This time frame could expand or contract dependent on the growing season.

    The monthly total cost to provide the Landscaping and Maintenance services described above will be:

    a. Zone 1 $_____per month.

    b. Zone 2 $_____per month.

    c. Zone 3 $_____per month.

    d. Zone 4 $_____per month.

14. Requirements per Zone

    Per the attached DETAILS PER ZONE, PROPOSAL Sheet

15. Release and Indemnity

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To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall hold harmless and indemnify the Authority, its officers, directors, members, partners, employees, of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of the obligations herein undertaken or resulting from the operations conducted, to the extent caused by any negligent act or omission of CONTRACTOR, any sub-contractor of CONTRACTOR, or any individual or entity employed by any of them to perform any of the Services or anyone for whose acts any of them may be liable.

16. Personnel

It is mutually agreed that Contractor is an independent contractor and not an agent or employee of the Authority, and as such the Contractor, or any employees thereof, or sub-contractors, or any employees thereof, shall not be entitled to any Authority employment benefits, such as, but not limited to, wages or salary, vacation, sick leave, insurance, workers' compensation, or pension and retirement benefits.

17. E-Verify

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

18. Non-Waiver of Rights

It is agreed that the CFPUA'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

19. Suspension or Termination of Agreement

a. In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S negligent errors, omissions or acts, the CONTRACTOR shall be in breach of this agreement and the CFPUA may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment. This agreement may be terminated without cause by the AUTHORITY with thirty (30) days written notice to OPERATOR

b. CFPUA shall also have the right to suspend this agreement upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (l0) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial

action required by the CFPUA. If, in the opinion of the CFPUA the CONTRACTOR remains in violation of this agreement at the completion of the ten (l0) day suspension period, the CFPUA shall have the right to terminate this agreement whereupon all obligations of the CFPUA to the CONTRACTOR shall cease.

c. In the event this contract is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (In no event will the amount due CONTRACTOR in the event of termination exceed that amount set forth in Paragraph 14 of this agreement.)

d. Nothing contained herein shall prevent the CFPUA from pursuing any other remedy which it may have against CONTRACTOR including claims for damages.

20. Assignment of Agreement

It is mutually agreed by the parties hereto that this agreement is not transferable by either party without the written consent of the other party to this agreement.

21. Insurance Requirements

CONTRACTOR shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of “A” or higher, and acceptable to the AUTHORITY, of the kinds and minimum amounts specified below.

Certificates and Notice of Cancellation; Before commencing work under this contract, CONTRACTOR shall furnish AUTHORITY with certificates of all insurance required below. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

The Certificate of Insurance, naming the AUTHORITY as an additional insured where specified, shall be further evidenced by an actual endorsement furnished to the AUTHORITY from the insurer within thirty (30) days of the signing of the contract between the CONTRACTOR and the AUTHORITY, and is included as an attachment of this AGREEMENT.

The amount of insurance to be provided for all coverages listed under this section shall be not less than $1,000,000.00, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from CONTRACTOR'S performance of professional services under this contract. The CONTRACTOR shall be responsible for any liability directly or indirectly arising out of professional services performed under this contract by a subcontractor which liability is not covered by the subcontractor's insurance.

a. The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of $500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this contract includes exposure to

claims under the U. S. Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.

b. The CONTRACTOR shall take out and maintain during the life of this contract COMMERCIAL GENERAL LIABILITY INSURANCE, coverage. The AUTHORITY shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of $1,000,000 per occurrence/$2,000,000 aggregate, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The AUTHORITY shall be named an additional insured on this policy.

c. The CONTRACTOR shall take out and maintain during the life of this agreement AUTOMOBILE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned, hired and leased vehicles, providing liability limits at least in the amount of $1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

d. The Contractor shall take out and maintain HERBICIDE / PESTICIDE APPLICATOR COVERAGE providing liability insurance limits at least in the amount of $1,000,000. The Contractor will be required to maintain this coverage for a period for at least two (2) years beyond substantial completion of the contract.

The CONTRACTOR shall furnish the schedule of insurance carried under this contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies.

22. Subcontracts

The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this agreement without the written approval of the CFPUA.

23. Entire Agreement

This agreement constitutes the entire understanding of the parties.

24. Binding Effect

This agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

26. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

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27. Interpretation

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

29. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

30. Other Laws and Regulations

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Division of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

31. Amendments

Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a written Change Order, a written Work Change Directive or written amendment signed by both parties. Upon receipt of any such executed document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

32. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CFPUA'S option, in a termination or suspension of this agreement in whole or in part.

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33. Advertising

No advertising, sales promotion, or other materials of the CONTRACTOR will identify or reference this contract, or the Cape Fear Public Utility Authority's name without the written consent of the Authority. Exception may be taken to the above with regard to listing the Authority as a job history reference in responses to requests for proposals.

34. Environmental Policy**:**

The AUTHORITY has developed and implemented an ISO 14001 Environmental Management System (EMS), and is third party certified. Per the certification the Authority must ensure all persons doing work on their behalf is made aware of our Environmental Policy. The Environmental Policy can be found on the CFPUA website www.cfpua.org, click on the Departments tab, Environmental Management, and then choose Environmental Management. Contractor/Vendor certifies by signing this agreement that they have reviewed the Environmental Policy and understand their work contributes to the effectiveness of the EMS and may have a positive or negative impact on the Environment.

35. Iran Divestment Act

The Contractor named in this agreement is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. Article 6E, §147. Contractor shall not utilize any subcontractor found on the State Treasurer's Final Divestment List located on the State Treasurer's website at the address www.nctreasurer.com/Iran

36. Federal Funds (If using Federal Funds)

FEDERAL FUNDS (Including FEMA): All contract provisions applicable to this contract as required under Appendix II of 2 CFR Part 200 and the FEMA Public Assistance Program as provided for at https://www.fema.gov/media-library-data/1483976790556-96bfcf3bf2c64e94d6f63dd4169a7d2c/RequiredContractClauses2C.F.R.200.326and2C.F.R.Part200AppendixII10917.pdf are incorporated by reference.

Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms

Contractors shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible as per 2 C.F.R. § 200.321.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
(3) Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises

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(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises

Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Contract Work Hours and Safety Standard Clause

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations 29 CFPR Part 5.

(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 (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 $10 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 (write in the name of the Federal agency or the loan or grant recipient) 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 paragraph (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

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lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), 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.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian triba1 government) will, in turn, report each violation as required to assure notification to the (name of recipient), 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."

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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 (insert name of subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of subgrantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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."

Changes:

Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a written Change Order, a written Work Change Directive or written amendment signed by both parties. Upon receipt of any such executed document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

Access to Records

(1) The contractor agrees to provide Cape Fear Public Utility Authority (insert name of recipient), the FEMA 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."

DHS Seal, Logo and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations and Executive Orders.

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

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.

Fraud and False or Fraudulent or Related Acts:

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

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Anti-Lobbying

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of 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.

(Certification from bidder required - Attachment A)

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SIGNATURES

IN WITNESS WHEREOF, the OWNER has caused this Agreement to be duly executed in its name and behalf and the CONTRACTOR has cause this Agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CONTRACTOR

CORPORATE SEAL:

NAME: _____

ADDRESS: _____

_____

_____

_____

SIGNED BY: _____ ATTESTED BY: _____

*[President, Vice President]** *[Secretary, Assistant VP, Trust Officer]***

PRINT NAME: _____ PRINT NAME: _____

TITLE: _____ TITLE: _____

NOTARY

I, _____, a Notary Public, certify that the corporation's Secretary,
[Notary (Print)]

Assistant Secretary, or Trust Officer, _____ personally
***[Secretary, Trust Officer name]*

appeared before me this day and acknowledged that s/he is the Secretary, Trust Officer, or AVP of

_____, a Corporation, and that by authority duly given and

as act of the Corporation, the foregoing instrument was signed in its name by its

President, Vice President, or Assistant Vice President, _____, sealed with
**[President,VP, or AVP name]*

its Corporate Seal, and attested by its Secretary, Trust Officer, or Assistant VP.

WITNESS my hand and official seal this the _____ day of _____, 20____.

_____

Notary Public My commission expires: _____

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OWNER

CAPE FEAR PUBLIC UTILITY AUTHORITY SEAL:

235 Government Center Drive
Wilmington, North Carolina 28403

BY: _____ ATTEST: _____

Jim Flechtner
Executive Director

Donna S. Pope
Clerk to the Board

NORTH CAROLINA
_____COUNTY

I, _____ the undersigned Notary Public do hereby certify that Donna S. Pope personally came before me this date and acknowledged that she is the Clerk to the Board of Cape Fear Public Utility Authority, Wilmington, North Carolina, and that, by authority duly given and the act of the Board, the foregoing document was signed in its name by its Executive Director, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and official seal this the ____ day of _____, 20 ____.

_____
Notary Public My commission expires: _____

AUTHORITY ATTORNEY'S CERTIFICATION

This instrument has been reviewed and is approved as to form this the ____ day of _____, 20____.

_____
Linda Miles
Consulting Attorney to the Board

AUTHORITY ACCOUNTANT'S CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the _____ day of _____, 20____.

_____
John McLean
Chief Financial Officer

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