



**NOTICE TO BIDDERS
JANITORIAL SERVICES for TOWN OF CHAPEL HILL
TRANSIT DEPARTMENT**

BID: Q25-112
TO: ALL PROSPECTIVE BIDDERS
FROM: PURCHASING AND CONTRACTS MANAGER
SUBJECT: JANITORIAL SERVICES for TOWN OF CHAPEL HILL TRANSIT DEPARTMENT
DATE: OCTOBER 8, 2024

The Town of Chapel Hill, North Carolina, is soliciting bids for Janitorial Services for the Town of Chapel Hill Transit Department. The Town's standard contract for services is attached to this document.

Please note that a Mandatory Pre-bid Meeting will be held on October 14th at 1:00 PM in the 1st Floor Operations Training Room at the Howard and Lillian Lee Transit Center, 6900 Milhouse Rd, Chapel Hill, NC 27516. All potential bidders are hereby notified that attendance at the Pre-bid Meeting is required for bids to be considered by the Town of Chapel Hill; **failure to attend will disqualify submissions**.

All questions must be sent in writing to the Maintenance Manager, Chapel Hill Transit, at paube@townofchapelhill.org by October 16, 2024. Responses to questions received will be published as an addendum on the Town's website at www.townofchapelhill.org by the end of business on October 18, 2024.

Bids are due by October 22, 2024, at 2:00 p.m. Please email proposals to Zakia Alam, Purchasing and Contracts Manager, at zalam@townofchapelhill.org. Bids received after 2:00 p.m. on October 22, 2024, will not be considered.

If you should have any questions about the bidding procedures, please email the Purchasing Department at zalam@townofchapelhill.org.

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

Any bid may be withdrawn up until the due date and time set for bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the services set forth in the Contract until one or more of the proposals have been duly accepted.

The bidder's attention is directed to the fact that the information submitted on the bid will ultimately be considered an integral part of the Contract executed with the successful bidder.

Janitorial Services for Town of Chapel Hill Transit Department
Bid: Q25-112, Town of Chapel Hill, North Carolina
October 2024

All bids received will be examined promptly after opening and an award will be made at the earliest possible date thereafter.

The submission of a bid from any interested Contractor is in and of itself evidence that the Contractor has (a) examined the Contract for Janitorial Services and Bid Letting Documents thoroughly and (b) visited the site (s) where the work is to be performed and familiarized themselves with all conditions affecting their bid and the possible performance of the work.

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.

The Town specifically reserve 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 the selection of the contractor. Only contractors with a demonstrated ability to render cleaning services will be awarded this contract.

Town of Chapel Hill Insurance Requirements

The successful bidder shall procure and maintain during the life of the contract the following insurance coverages:

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 with a 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 Insurance Requirements:

- (1) The Town of Chapel Hill is to be named as an additional insured on the Commercial General Liability policy.
- (2) Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the contract. 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.

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 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.

Liability: The Contractor shall assume liability for 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 30 days after claim is submitted.

I. General Conditions

Scope of Work

To provide a complete janitorial service including all reasonable and necessary labor, supervision, equipment and supplies to keep the contracted areas clean and properly supplied. The contracted area shall be for the Town of Chapel Hill Transit Department at 6900 Millhouse Road, Chapel Hill, NC 27516.

Contract Period

The initial term of performance of this contract will be for the period from November 1, 2024, through October 31, 2025. Upon mutual agreement between the Town and the Contractor, the contract may be extended for four (4) additional periods 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.

Cancellation

This contract may be cancelled 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, any occasion when the Contractor fails to satisfactorily correct a deficiency after written or e-mail notification from the Maintenance Manager. The deficiency notice will spell out what is the exact nature of the discrepancy, the corrective action requested and specify a reasonable time schedule for correction of the deficiency.

Sub-contracting is Not Permitted

The Contractor shall perform the duties described in the contract. Sub-contracting with another provider is not permitted.

Billing and Payment

The Contractor shall submit monthly bills to the Town for work performed under the terms of the Contract. The Contractor shall bill, and the Town shall pay the rates set forth therein. The Town will make payment within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.

Schedule

1. General daily cleaning for the Transit Department will be done between the hours of 9:00 p.m. and 4:00 a.m. six (6) days per week. Specific schedules shall be included in a staff plan and work breakdown plan.

The Contractor will be responsible for securing the facilities as they leave.

Equipment and Supplies

The Contractor shall provide all equipment and cleaning supplies (adequate in kind, quantity, and quality) for professionally performing all work in the contract. The contractor’s total array of cleaning products shall be at least 50% by volume labeled “green.” The contractor shall use paper products that have at least 50% post-consumer recycled content, and the paper towels shall be bleach less.

The Maintenance Manager shall be provided a detailed list of all products and their proposed use before the commencement of work. The products list shall include, at a minimum, products to be used for the following work elements: cleaning and sanitizing bathroom and break room surfaces, urinal and toilet deodorizers, cleaning the VCT tile floors, cleaning the ceramic floors, cleaning the stainless surfaces, cleaning the glass, and cleaning the wood surfaces. The Contractor must use the approved products for their designated uses and per manufactures application methods and time of product on the surface per label.

All products (chemicals) shall be kept in a properly labeled container and a Material Safety Data Sheet (MSDS) kept on each item, in a notebook and in each building main supply closet. The contractor shall also supply one set of copies of all MSDS sheets (with locations used) to the Maintenance Manager. All mop heads must be kept in a condition that are clean and odor free or they shall be replaced.

The Contractor shall submit specifications and mounting information for paper and soap dispensing hardware to the Maintenance Manager for approval. Hardware will be purchased by the Town of Chapel Hill and become town property. Hardware must be approved and installed prior to service commencement.

The Contractor shall keep all janitor closets, storage rooms and other space assigned to his use clean, orderly and locked at all times. Exceptions shall be made only with written prior permission from the Maintenance Manager.

II. Contract Service Specifications

The Contractor will furnish all labor, supervision, cleaning supplies, materials, and equipment to perform these services in a manner that is satisfactory to the Town's purchasing Agent, the Maintenance Manager and per contract specifications. The Contractor is expected to conduct the contract operations in a professional manner and to supply generally accepted janitorial services.

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 per week basis. Contractor shall have a functioning e-mail address during all times of this contract where the Maintenance Manager can communicate with the Contractor. The Contractor shall e-mail the Maintenance Manager a minimum of once per week to coordinate any service concerns and shall be available for building inspections with the Maintenance Manager at least monthly.

The contractor will be required to address or investigate all complaints within one working day, when feasible. Any complaint, which cannot be corrected during the same working day or which, is considered unreasonable or which cannot be dealt with for reasons beyond the contractor's control shall be specifically reported to the Maintenance Manager for the facility. Upon written notice, uncorrected complaints, if considered reasonable by the Maintenance Manager, shall be cause for any and all of the following actions by the Maintenance Manager:

- A. To obtain the services from within its own staff or another available 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 upon 30 days prior written notice to the Contractor (as spelled out under Section I, General Conditions, Cancellation.) Such notice shall be made by email or certified mail (return receipt requested) and either received or refused at the office of the Contractor listed in the contract. Upon cancellation, the Contractor's progress payment due shall be held for a period not to exceed 60 days. During this period, the contract coordinator will assess any costs or damages due to the Contractor. The Contractor will be liable for any damages due and for any excess costs of obtaining the services for the balance of his original contract period.

Service Schedule: (Task Check List Provided)

1. Daily – in basic service

- a. Clean all public entrances to a distance of no less than 10' (ten feet) from door. This includes picking up litter and sweeping around all exterior entrances.
- b. Clean all interior spaces except the following: mechanical/electrical rooms, work bays, telecommunications rooms, and others as designated by the Maintenance Manager.
- c. Empty all trashcans and replace all plastic liners nightly or as needed.
- d. Empty all recycling containers.
- e. Replenish restroom supplies (towels, tissue, and soap).
- f. Wash/Sanitize all toilet seats, urinals, sinks, and mirrors.
- g. Clean and disinfect all water fountains daily using approved products.
- h. Clean all floors (vacuum, sweep, dust mop, or mop as appropriate). Spots or stains will be removed daily; notify the Maintenance Manager if the stain cannot be corrected.
- i. Spot clean glass surfaces and doorknobs, including entrance areas and glass partitions, using approved products and methods.
- j. Clean all Break Room Area Tables.
- k. Clean all Kitchen Sinks and Countertops.
- l. Replenish Kitchen supplies (towels, soap, etc.)
- m. Wipe Down the outside of kitchen stoves, microwaves, and refrigerators.
- n. Clean and pick up outside areas: within ten feet (10'), around trash disposal containers, benches, and urns.

2. Weekly – in basic service

- a. Dust all horizontal surfaces up to seven feet (7').
- b. Buff all floors to maintain luster every Sunday.
- c. Clean all housekeeping closets and other janitorial equipment storage areas.
- d. Wipe down the inside of microwaves.
- e. Thoroughly wash, clean, and sanitize all restrooms/showers/locker room walls, grills, and partitions. Pour fresh water into all floor drain traps.
- f. Replace Shower Curtains as needed.
- g. Dust and wipe down the outside and tops of lockers.
- h. Dust and clean all desk and all table tops (if surfaces are not cleared, only dusting is required), telephones (wipe receiver with clean cloth and disinfectant), chairs, file cabinets, pictures, wall plaques, countertops, bookshelves, ledges on walls, window ledges and other surface areas including fixtures and lamps using approved products and methods.
- i. Spot clean all carpeted areas to remove stains, and spills with approved products and methods, etc.
- j. Wet wash outside entrances, sidewalks, porches, and steps immediately adjacent to all buildings for a distance of twenty (20) feet using a garden hose or small pressure washer with approved products and methods.

3. **Monthly Services – in basic service**

- a. Polish all door kick plates and push/pull plates using approved products and methods.
- b. Spot clean all upholstered furniture (or as needed to keep clean) using approved products and methods.
- c. Remove cobwebs from ceilings, walls, corners, moldings, and baseboards and around entrances and dust window blinds.
- d. Completely clean all glass partitions, glass walls, glass doors and glassed-in areas in entrance foyer areas using approved products and methods.
- e. Wash and/or dust and spot clean all walls, woodwork, switch plates, ledges, fire extinguishers, and other areas exposed to dust, smudges, and scrapes using approved products and methods.
- f. Wash out all trash cans with warm water and disinfectant soap and dry before reinstalling.

4. **Quarterly – in basic service**

- a. Scrub all tile and linoleum floors. Re-wax and buff to keep floors clean and sealed.
- b. Scrub all concrete floors with cleaning compound, rinse, and dry.
- c. Wet Wash outside entrances.

5. **Day Porter Service**

Additional service during working hours (Day porter) at Chapel Hill Transit. Provide service to employee locker rooms/restrooms and showers; restock paper products, empty trash containers, clean counters and sinks, sweep floors. Service to occur between 11:00 a.m. and 2:00 p.m. Monday through Friday as scheduled with Maintenance Manager.

Other Services to be priced

The following services are elective at the discretion of the Maintenance Manager. They are not to be included in the base price of janitorial services. They shall be bid as separate items. These services may be performed annually, or more frequently, or not at all, at the discretion of the Maintenance Manager. The Town of Chapel Hill reserves the right to have these services done by the in-house labor force or by another contractor at the discretion of the Maintenance Manager.

- a. Twice a year, completely sweep, strip, re-wax and buff all tile, linoleum floors. Terrazzo and polished stone floors shall not be waxed nor have caustic strippers applied, but shall be cleaned and sealed in accordance with the manufacturer's maintenance recommendations.
- b. Shampoo, steam or dry chemical clean carpet; spot cleaning may be required more often if deemed necessary to keep the carpet clean and free of dirt and stains (see weekly schedule).
- c. Wash and dry all Venetian blinds. Blinds are to be removed from windows.
- d. Clean all light lens, light globes and light diffusers.

- e. Cleaning and sanitizing refrigerators.
- f. Oven Cleaning.

III. Proposal Requirements

1. Proposal **must** include a staff plan.
2. Proposal **must** include a work breakdown plan.
3. Proposal must include plan for bringing new employees up to date on our requirements and expectations.
4. Proposals must include three references. References should list companies that potential bidders have worked with in the last 18 months. Please note: References do not need to be newly contracted within the last 18 months.

IV. Selection Criteria and Methodology

Chapel Hill Transit’s selection committee will perform a review of all submissions and discard any submission which is non-responsive – the submission does not meet the minimum requirements of this Request.

V. Additional Information and Timeline

Evaluations will be based upon responsiveness to this Request – the vendor’s proposal, experience, capabilities, service reputation, references, and other factors deemed relevant.

OTHER TERMS AND CONDITIONS

The vendor agrees to the following:

To examine the bid documents and conditions thoroughly. The failure of omission of any vendor to examine any form, instrument or document shall in no way relieve any vendor from any obligation in respect to their bid.

To comply with all federal, state, and city laws, ordinances, and rules.

The Town expressly reserves the following rights:

1. To waive or reject any and/or all irregularities in the bid submitted.
2. To waive or reject any and/or all bid or portions thereof.
3. To base awards with due regard to quality of services, experience, compliance with specifications and other such factors as may be necessary due to circumstance.
4. To make an award to a vendor whose bid is in the Town’s best interest.
5. To negotiate different terms and conditions with any vendor the Town chooses.

QUALIFICATIONS OF VENDOR

The Town may make such investigations as deemed necessary to determine the ability of the vendor to perform the work, and the vendor shall furnish all information and data for this purpose as the Town may request. The Town reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy the Town that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

TIMELINE

| | |
|-------------------|---|
| October 08, 2024: | Notice to Bid Released |
| October 14, 2024: | Mandatory pre-bid meeting at 1:00 P.M. |
| October 16, 2024: | Questions from vendors due by 5:00 P.M. |
| October 18, 2024: | Addendum posted to Town website. |
| October 22, 2024: | Proposals due at 2:00 P.M. |
| October 23, 2024: | Proposal review complete. |
| November 1, 2024: | Start Date |

Electronic Delivery

Bids must be submitted as a pdf file attached to an email message and sent to zalam@townofchapelhill.org with the following inserted in the "subject" line of the email: **"Janitorial Services for Chapel Hill Transit Department."** Please note that emailed bids must be received by the specified deadline according to the internal clock of the Town of Chapel Hill's server receiving the proposal. Proposals received after the deadline will not be considered. Please do not submit paper copies.

**Bid Sheet for Janitorial Services
Chapel Hill Transit
Bid: Q25-112**

| Specifications | Transit | Occurrence |
|--|----------------|-------------------|
| Basic Service, Per Month | | Monthly |
| Day porter service | | To Add to Basic |
| Optional Annual Services | | |
| Shampoo or Steam all Carpets per approved method | | As requested |
| Wash and Dry all Venetian Blinds | | As requested |
| Clean all Light Lenses, Light Globes and Light Diffusers | | As requested |
| Sweep, Strip, Re-wax and Buff all Tile and Linoleum Floors | | As requested |
| Oven Cleaning | | As requested |
| Clean and Sanitize Refrigerators | | As requested |

**BID FORM AND NON-COLLUSIVE AFFIDAVIT FOR
CHAPEL HILL, NORTH CAROLINA**

The undersigned as Bidder, hereby declares that the only person(s) interested in this proposal as principals (s) are named herein and that no other person than herein mentioned has interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other persons, company or parties making a bid or proposal and that it is in all respects fair and in good faith without collusion or fraud.

1. The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications of the work and contract documents relative hereto, and has read all special provisions furnished prior to the openings of the bids, that he has satisfied himself relative to the work to be performed.
2. The Bidder further declares that he has received and examined the Janitorial Services Instructions, Bid Letting Documents, and General Specifications and will abide by these requirements in performing the work.
3. The Bidder proposes and agrees, if this proposal is accepted, to contract with the Town of Chapel Hill, in the form of contract provided, to furnish all necessary materials, equipment, machinery, means of transportation, and labor necessary to complete the janitorial services in full and to complete in accordance with the general specifications, and contract documents, to the full and entire satisfaction of the Town of Chapel Hill with a definite understanding that no money will be allowed for extra work except as set forth in the Contract documents. In return for the services accomplished pursuant to the Contract, the Bidder will receive the sum of:

TOWN OF CHAPEL HILL TRANSIT DEPARTMENT

TOTAL MONTHLY BID FOR THE **TRANSIT BUILDING** (Including Day Porter Service):

_____ Dollars (\$_____).

Proposed number of equivalent staff hours (_____)

4. The Bidder further proposes and agrees hereby that the work may commence on November 1, 2024, as the beginning time.
5. The undersigned Bidder hereby agrees that the Town of Chapel Hill reserves the right to reject any and all bids when such rejection is in the best interest to the Town of Chapel Hill Bidder taking into consideration the past performance of the Bidder, the ability to perform to work specified, the starting date and completion time, and all other pertinent facts.

Respectfully submitted the _____ day of _____ 2024.

BY:

| | |
|----------------------|--|
| Firm Name | |
| Signature of bidder | |
| Printed name & title | |

References for: _____
(Company name)

Please provide contact information for 3 current clients:

| | |
|----------------|--|
| Name | |
| Company | |
| Contact Number | |
| Contact e-mail | |

| | |
|----------------|--|
| Name | |
| Company | |
| Contact Number | |
| Contact e-mail | |

| | |
|----------------|--|
| Name | |
| Company | |
| Contact Number | |
| Contact e-mail | |

Sample Contract on the following page:

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

CONTRACT FOR
JANITORIAL SERVICES FOR THE TOWN OF
CHAPEL HILL TRANSIT DEPARTMENT

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

WITNESSETH

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

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town will pay for the Contractor’s services as set forth in Exhibit A.
3. Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount} plus applicable sales tax.
4. Billing and Payment: The Contractor shall submit an invoice to the Town for work performed under the terms of this Contract. The Town will make payment within thirty (30) days of receipt of an accurate invoice, approved by the department which contracted for these services.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor, except to the extent same are caused by the negligence or misconduct of the Town. Contrary to any provision that may be contained in any exhibit attached hereto, the Town shall not consent to limitations of Contractor liability for amounts less than the amount of insurance coverage under this agreement. Any provision that may be contained in any exhibit attached hereto that calls for the Town to indemnify the Contractor shall be only to the extent allowed by law.
6. Insurance Provisions: The Contractor shall provide evidence of current valid insurance (if applicable) for the duration of this agreement, with the Town named as an additional insured under the Contractor’s Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers’ Compensation - \$100,000 for both employer’s liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Cyber Liability Coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate is required for Contractors having access to personal identifying information and/or computer networks. The Town may also require evidence of supplementary insurance coverages depending on the services provided under this agreement.
7. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
8. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.

9. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If any subcontractors are used, they also must comply with these requirements. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
10. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
11. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term.
12. 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.
13. Preference: If the terms of any exhibit attached hereto are not consistent with the terms of this Contract, this document shall have preference; provided that where either any exhibit attached hereto or this document establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
14. 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.
15. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
16. 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.
17. Construction Project Related Sales Tax: If applicable, the Contractor must provide certified statements regarding the cost of materials purchased and the amount of North Carolina sales and use taxes paid by Contractor and any subcontractors. Contractor further agrees to provide the Town with any additional information and documentation the Town might request in the event the Commissioner of Revenue of the State of North Carolina requires more information to substantiate a refund claim by the Town for sales or use tax. The Town will not make payment until these statements are submitted. Any tax refunds received by the Town will remain with the Town.
18. Non-Appropriation of Funding: Contractor acknowledges that the Town is a governmental entity, and the Contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of Town's obligations under this Contract, then this Contract shall automatically expire without penalty to the Town, thirty (30) days after written notice to Contractor advising of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

19. Term: This Contract, unless amended as provided herein, shall be in effect until { }, 20{ }. Any renewal provisions that may be contained in any exhibit attached hereto are void and without effect.
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[SIGNATURES ON FOLLOWING PAGE.]

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

{CONTRACTOR'S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK/DEPUTY TOWN CLERK TOWN SEAL

Town Clerk attests date this the _____ day of _____ 20 _____ .

Approved as to Form and Authorization

ATTORNEY FOR TOWN

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

FINANCE OFFICER

DATE