

NOTICE TO BIDDERS FOR JANITORIAL SERVICES FOR FY 2025-2027 For PARKS AND RECREATION DEPARTMENT, TOWN OF CHAPEL HILL

BID:Q24-204TO:ALL PROSPECTIVE BIDDERSFROM:ZAKIA ALAM, PURCHASING & CONTRACTS MANAGERSUBJECT:JANITORIAL SERVICES FOR FISCAL YEAR 2025-2027FOR PARKS AND RECREATION DEPARTMENT

DATE: April 25, 2024

The Town of Chapel Hill is soliciting bids for Janitorial Services for the Parks and Recreation Department. This contract will cover all six (6) buildings: Hargraves Community Center Main building; Hargraves Northside Gym building; The Corner Teen Center; Homestead Aquatic Center; Chapel Hill Community Center; and the Parks & Recreation Administration Office & Pottery Studio.

If you are interested in bidding on these locations, you must attend the **Mandatory Pre-bid Meeting** held on May 8, 2024, at 10:00 am in the conference room at the Administration Building located at 200 Plant Road Chapel Hill, NC 27514, to review the bid package and specifications. Attendance at this meeting is **MANDATORY** if you wish to bid; failure to attend will disqualify submissions. A facility tour will follow the meeting. Due to the number of buildings to tour, expect to participate until 12:30 pm (this includes travel and parking time). We may end earlier depending on the number of questions asked. A 15passenger van will be available on a first-come, first-served basis to transport riders for the facility tour.

The deadline for submitting questions is May 13, 2024, by 5:00 p.m. Questions should be emailed to Monica Rainey at <u>mrainey@townofchapelhill.org</u>. Responses to all questions received will be forwarded to the pre-bid meeting attendees as an addendum on May 16, 2024.

Bids are due by **3:00 P.M.** on **Thursday, May 23, 2024.** Please email proposals to Zakia Alam, Purchasing and Contracts Manager, at <u>zalam@townofchapelhill.org</u>.

Please contact Monica Rainey by email at <u>mrainey@townofchapelhill.org</u> for any questions regarding this bid package.

Submittal procedure questions should be directed to Zakia Alam, Purchasing at 919-969-5022.

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.

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INSTRUCTIONS TO BIDDERS FOR JANITORIAL SERVICES FOR TOWN OF CHAPEL HILL PARKS AND RECREATION DEPARTMENT BID: 024-204

The Town of Chapel Hill is seeking bids from qualified vendors for janitorial services for Parks and Recreation Department. Chapel Hill's standard contract for services is attached to this document.

- Bids are due by 3:00 P.M. on May 23, 2024. Please email proposals to Zakia Alam, Purchasing and Contracts Manager, at <u>zalam@townofchapelhill.org</u> with the following inserter in the email's subject line: "Janitorial Services form P&R Department."
- A **mandatory** pre-bid meeting will be held at 10:00 A.M. on Wednesday, May 8, 2024, at the Administration Building location at 200 Plant Road, Chapel Hill, NC 27514.
- All bids received after the time and date specified will not be considered.
- All bids must be submitted using the Contractor Bid form.
- Bidders are asked to provide three references with their bid form that can speak to their commercial cleaning performance.
- 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 outlined in the Contract for Janitorial Services until one or more of the bids have been duly accepted.
- The bidder's attention is directed to the fact that the information submitted on the bid form will ultimately be considered an integral part of the Contract executed with the successful bidder.
- 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 him/herself with all conditions affecting his bid and the possible performance of the work.
- All bids received will be examined promptly after opening and award will be made at the earliest possible date thereafter.
- The bid of the lowest responsive/responsible bidder(s) will be accepted. The lowest responsive/responsible bidder(s) shall mean the bidder(s) who make(s) the lowest bid, to provide the services set forth in the agreement and who is known to be fit and capable to

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perform the services bid upon. The Town reserves the right to award contracts to multiple successful bidders.

- We 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.
- The successful bidder shall procure and maintain during the life of the contract the following insurance coverage's:

Workers' 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 for each employee, and \$500,000 bodily injury by disease policy limit.

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

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

Special Requirements:

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

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

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Town of Chapel Hill Parks and Recreation Department Janitorial Contract General Specifications BID: Q24-204

I. GENERAL CONDITIONS

CONTRACT PERIOD

The initial term of performance of this contract will be for twenty-four (24) months, from July 1, 2024 to June 30, 2026. Upon mutual agreement between the Town and the Contractor, the contract may be extended for an additional period of one (1) year. All changes in the terms and conditions of this contract must be confirmed in the form of a written amendment, which is to be approved by the purchasing agent.

SCOPE OF CONTRACT

To provide a complete and efficient janitorial service, including all reasonable and necessary labor, supervision, equipment, and supplies to keep the contracted area clean and properly supplied. The contracted areas shall be:

- A. <u>PARKS AND RECREATION ADMINISTRATIVE OFFICE and COMMUNITY CLAY</u> <u>STUDIO: The Parks and Recreation Administrative building consists of approximately 1,200</u> <u>square feet of office space and a 1,300 square foot pottery studio</u> located at 200 Plant Road.
- B. <u>HARGRAVES CENTER MAIN BUILDING:</u> The main building is approx. 6,200 square feet. The location is at 216 North Roberson Street.
- C. <u>HARGRAVES CENTER NORTHSIDE GYM</u>: The gym building is approximately 3,800 square feet. The location is at 216 North Roberson Street.
- D. <u>THE CORNER TEEN CENTER</u>: The Teen Center consists of approximately 2,100 square feet located at 179 East Franklin Street.
- E. <u>HOMESTEAD AQUATIC CENTER</u>: The Aquatic Center consists of approximately 6,000 square feet and is located at 300 Aquatic Drive.
- F. <u>CHAPEL HILL COMMUNITY CENTER</u>: The Community Center consists of approximately 5,500 square feet located at 120 South Estes Drive.

All square footage is approximate as is for cleanable space only.

The Contractor shall inspect the buildings and make themselves aware of the existing conditions and the extent of the work to be performed. The buildings are listed above and on the Contractor Bid Form for janitorial services.

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CHANGES IN SCOPE OF WORK

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

SCHEDULE OF PERFORMANCE

Please note our buildings are public facilities with multiple programs being conducted year-round and are highly trafficked year-round. Higher volume peaks typically occur during the summer months (June through August), and fall/winter (November through February).

Work will be performed during the hours stipulated in the specifications below. The Center Supervisors shall inform the Contractor as necessary to avoid interfering with rentals, classes, and other meetings that may go beyond regular facility hours. When this is the case, the Center Supervisor will notify the Contractor with as much advance notice as possible (usually 2-4 weeks) of their later closing time so the Contractor can arrange for cleaning to begin *after* the event.

The number of hours to be worked and number of staff to complete required duties are recommended below. It is the responsibility of the vendor to gauge this recommendation against their work team and resources for exact time amounts. The vendor may need to schedule more or less time based on the capabilities of their staff and services expected during the year as listed in this scope of work.

<u>P&R ADMINISTRATIVE OFFICE and COMMUNITY CLAY STUDIO</u>: Cleaned four days per week for the Administrative Office, Sunday–Tuesday and Thursday, between 6:00 p.m. and 7:00 a.m. The Clay Studio is cleaned six days per week, Monday-Friday between 9:30 p.m. and 6:00 a.m.: and Sunday between 6:00 p.m. and 7:00 a.m.

- Recommend 2 staff for a total of 2 hours per night.

HARGRAVES CENTER MAIN BUILDING: Cleaned six days per week, Monday-Friday and Sunday, between 6:30 p.m. and 7:00 a.m.

- Recommend 2 staff for a total of 1.0 - 1.5 hours per night.

HARGRAVES NORTHSIDE GYMNASIUM: Cleaned six days per week between 9:30 p.m. and 7:00 a.m.

- Recommend 2 staff for a total of 2- 2.5 hours per night.

<u>THE CORNER TEEN CENTER</u>: Cleaned six days per week, Monday – Thursday, between 6:00 p.m. and 7:00 a.m.; Friday and Saturday, between 6:00 pm and 7:00 a.m.

- Recommend 2 staff for a total of 1.0- 1.5 hours per night.

HOMESTEAD AQUATIC CENTER: Cleaned seven days per week between 8:30 p.m. and 5:30 a.m.

- Recommend 3 staff for a total of 2.0- 2.5 hours per night

<u>CHAPEL HILL COMMUNITY CENTER</u>: Cleaned seven days per week Monday-Friday, between 9:30 p.m. and 7:00 a.m.; Saturday and Sundays between 8:30 p.m. and 7:00 a.m.

- Recommend 2 staff for a total of 2.0- 2.5 hours per night.

TOWN HOLIDAY SCHEDULE

All facilities are closed on Christmas Day, December 25. Some facilities may operate on a reduced schedule and cleaning is still expected, including holidays; we may be able to accommodate an earlier cleaning schedule on these days. Town celebrations (such as Halloween, Basketball Tournaments) could impact travel and cleaning times.

Below is the Town's holiday schedule:

Town Holidays	Administration & Clay Studio	Community Center	Homestead Aquatic Center	Hargraves Main Building	Hargraves Northside Gym	Teen Center
(January) New Year's Day	Closed	Closed	Closed	Closed	Closed	Closed
(January) MLK Jr.	Closed	Open 10am-7pm	Open 10am-7pm	Open for Blood Drive	Open 10am-7pm	Closed
(March/April) Good Friday	Closed	Open 10am-7pm	Open 10am-7pm	Closed	Open 10am-7pm	Closed
(May) Memorial Day	Closed	Open	Open	Closed	Open 10am-7pm	Closed
(June) Juneteenth	Open	Open	Open	Open	Open	Open
(July) Independence Day	Closed	Open until 5pm	Open until 5pm	Closed	Open until 5pm	Closed
(September) Labor Day	Closed	Open 10am-7pm	Open 10am-7pm	Closed	Open 10am-7pm	Closed
(November) Thanksgiving Thursday	Closed	Closed	Closed	Closed	Closed	Closed
(November) Thanksgiving Friday	Closed	Open 10am-7pm	Open 10am-7pm	Closed	Open 10am-7pm	Closed
(December) Christmas Eve	Closed	Closed	Closed	Closed	Closed	Closed
(December) Christmas Day	Closed	Closed	Closed	Closed	Closed	Closed

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(December) Day after Christmas	Closed	Open regular hours	Open regular hours	Closed	Open regular hours	Closed
(December) New Year's Eve	Closed	Open until 5pm	Open until 5pm	Closed	Open until 5pm	Closed

SUBCONTRACTING

Subcontracting any part or the entire contract is not permitted.

ACCOUNTABILITY

Each facility has a general daily check sheet for completing tasks. This is our way to follow-up on any issues that may or may not have been addressed each night. This time must be figured into the overall cleaning process by the Contractor. Should the Contractor have another way of being accountable and reporting tasks that were completed each night, please address this with the Contract Coordinator for discussion.

The contractor agrees to conduct themselves in a professional manner that promotes a safe, healthful, inclusive, and productive work environment that aligns with the Town's core values of Responsibility, Equity, Safety, Professionalism, Ethics, Communication, and Teamwork and upholds the mission and values, of the Chapel Hill Parks & Recreation Department. The contractor is expected to exhibit a high degree of personal integrity, civility, and professionalism at all times while using Town Facilities. This expectation applies to all interactions with staff, management, patrons, clients, and other contractors. Interactions may be verbal, nonverbal, physical, written, through imagery, electronic or digital means. Disrespectful, unprofessional, and/or uncivil behavior is unacceptable and may result in the cancellation of the contract.

CONTRACT COORDINATION AND INSPECTION

The primary contact for this contract is Monica Rainey, Business Operations Manager, Chapel Hill Parks and Recreation Department. Monica is the Contract Coordinator and may be reached at (919) 968-2836 or by email at <u>mrainey@townofchapelhill.org</u>. After the contract is awarded, the contractor will receive an additional contact list of necessary staff.

It will be the responsibility of the Contractor to contact the Contract Coordinator or designee, once a month (or more) to discuss any related cleaning or communication issues.

INSPECTION AND WORK CONFERENCE

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

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COMPLAINTS AND RESPONSES

Center Supervisors will inspect their respective sites on a random and/or daily basis to ascertain whether the services are being provided and will report back to the Contract Coordinator. The Contract Coordinator confirms/verifies the issue before communicating with the Contractor. In some cases when the Contract Coordinator is not available, a designee will be appointed for communication purposes.

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

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

Deductions for poor service or services which have been omitted will be determined by the Contract Coordinator, or designee, and will be based on the impact the omission or poor-quality service has on the facility and the frequency of such.

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

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

BILLING AND PAYMENT

The Contractor shall submit a bill to the Town for work performed under this contract. The Contractor shall bill, and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the Contract Coordinator and/or the Center Supervisors. Invoices will not be authorized for payment until after the last day of each month.

TERMINATION

The Town may terminate this contract at any time by reason of unsatisfactory performance or other default of the Contractor upon thirty (30) days prior written notice by the Contract Coordinator. Unsatisfactory performance by the contractor shall be defined as, frequent, and systemic violations of the terms of the contract, such as failure to perform all tasks as described, failure to clean during the hours

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specified, failure to resolve deficiencies in a timely manner after notification, and failure to communicate within with the Contract Coordinator or designee.

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

Such contract cancellation notice shall be made by email and certified mail (return receipt requested) and either received or refused at the office of the Contractor. Upon cancellation, the Contractor's payment for services performed shall be held for a period not to exceed sixty (60) days. During this period, the Contract Coordinator and/or Center Supervisors will assess any costs or damages due to the Town. The Contractor will be liable for any damages due and for excess costs of obtaining the services for the balance of the original contract period.

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

The Contractor may terminate this contract with thirty (30) days written prior notice. Such cancellation notice shall be made by email and certified mail to the Contract Coordinator. In the event the Contractor terminates this Agreement, the expenses, which the Town incurs as a result of securing a new contract, shall be deducted from any payments owed to the Contractor by the Town.

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

LIABILITY

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

PLACE OF BUSINESS

The Contractor will maintain a 24-hour telephone answering service and provide contact within one hour by a responsible management official of the firm on a 24 hour-a-day, seven day-a-week basis. Contractor shall be available by cell phone and have a functioning email address during all times of this contract where the Contract Coordinator, or designee, can communicate with the Contractor. During times when the Contractor is unavailable the Contractor shall designate a responsible management official and provide the Contract Coordinator with such contact information.

The Contractor shall email the Contract Coordinator a minimum of once weekly to coordinate any service concerns and shall be available for building inspections with the Contract Coordinator and/or Center Supervisors at least monthly.

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GENERAL CONDITIONS

- A. This agreement embodies all representatives, rights, duties, and obligations of the parties. Any prior oral or written agreements not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- B. The Contractor shall have been established in the commercial janitorial service contracting business for a minimum of three (3) years in North Carolina.
- C. The Contract shall furnish all supplies and equipment necessary to perform the services required by this contract.
- D. The Contractor agrees not to use any cleaning materials or equipment for the work under this agreement that does not meet the necessary requirements for the public safety and the safety of the Town of Chapel Hill employees.
- E. The work shall be performed to minimize inconvenience to the Town. Throughout the duration of the agreement, the Contractor shall maintain access to the buildings as required by the Town, unless prior written approval is otherwise obtained in advance. The Contractor shall provide signs, barricades, and warning devices to always ensure safe passage for pedestrian traffic.
- F. The Contractor shall make necessary provisions to protect all work areas and shall be responsible for full restoration of any damages and costs of restoration to the work areas. All damages to the work areas, incidental to the performance of the work described in the entire documents shall be repaired or replaced by the Contractor.
- G. The Contractor shall make necessary provisions to protect structures and property from any and all damage arising out of, relating to, or resulting from this work.
- H. The Town will supply to the Contractor, with light, heat, power, and water as may be required for the cleaning of the building premises.
- I. The Contractor shall always, keep the premises free from accumulations of waste materials or rubbish caused by his/her employees at work, and at the completion of the Agreement. Contractor shall remove all supplies and/or materials belonging to Contractor from and about the building and all tools, leaving the premises clean.

SECURITY

Access to the buildings shall be granted by issuing keys and security code to the Contractor and the Contractor will be required to sign upon receipt of the key(s). The Town will duplicate keys at the Contractor's expense, and the Contractor will not be allowed to duplicate any keys for any reason. The Contractor will immediately report any lost, stolen, or misused keys and/or security codes. If the contract is terminated, the Contractor is to return all keys immediately.

The Contractor will be responsible for securing the facility as he leaves or at specified times. The Contractor will be given an alarm code and instructions for arming/ disarming the alarm.

The following alarm and security protocols are to be followed:

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- False alarm activations are to be immediately called into the alarm monitoring station (contact information will be provided) and resolved by the Contractor.
- Contractor will know how to 'bypass' a faulty alarm so that the remainder of the facility is armed. In these instances, the Contractor will notify the Facility Supervisor by phone/text and email within one hour of the facility opening to explain the problem.
- If the Contractor cannot arm or 'bypass' the alarm system (yet the doors are locked) the Facility Supervisor will be notified by phone/text and email within one hour of the facility opening to explain the problem.
- If the facility cannot be locked and secured (for example: broken door, facility window broke) the Facility Supervisor will be immediately notified. Contractor will remain on site until a Parks & Recreation or Town Maintenance staff person can arrive to secure the building.

Security protocols which are not properly handled will result in a charge to the Contractor of \$25 per incident. This includes leaving building entrance/exit doors unlocked and not calling in false alarms to the monitoring station.

Any problems occurring on the premises which are reported to the police by the Contractor, are also to be reported to the respective Facility Supervisor and Contract Coordinator.

Only the Contractor's employees (no friends, children, family members, etc.) are permitted on site when services are performed for liability and safety reasons.

CONTRACTOR'S PERSONNEL

The Contractor must supply the Town with a list of employees who will perform services in the buildings and will provide a revised list with any employee change.

The Contractor shall be responsible for instructing its employees as to the rules and regulations governing the buildings, including all emergency equipment and phone numbers of emergency personnel.

GENERAL SUPERVISION OF EMPLOYEES

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

- A. They shall be of good integrity and character.
- B. They will not be employees of the Town of Chapel Hill, or former employees of the Town of Chapel Hill who were terminated for cause.
- C. They will have no convictions for violent crimes (homicide, rape, robbery, assault, sexual offense, etc.) or property crimes (burglary, larceny, shoplifting, etc.) for the last ten years. The Contractor will present the results of a criminal records search for employees (going back ten years) to the Contract Coordinator. This will be done annually.

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- D. They shall not disturb any papers, boxes, or other materials except those in trash receptacles or designated areas for trash, or unless such material is properly identified as trash. Staff will control their own recyclables container.
- E. They shall report any property loss or damage to their Supervisor immediately. The Supervisor shall report in writing, such damage to the Contract Coordinator within 24 hours. Written notice of the incident will be faxed, emailed, or provided in hardcopy, specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract.
- F. They shall not open drawers, file cabinets, turn on any computers or use other office equipment or Town property. They are allowed to use designated telephones only to page their Supervisor while on duty or to call the alarm company's toll-free phone number in response to a false alarm activation. They are not allowed to make long distance phone calls.
- G. They shall not leave keys in doors or admit anyone into the building or office who is not a designated employee of the Contractor. Authorized Town employees will have their own keys and Town ID card to show. All doors, that were locked upon entry, will be immediately relocked for safety reasons. All buildings with alarm systems will be turned on when leaving and off when arriving.
- H. They shall not engage in idle or unnecessary conversation with Town employees, other employees of the Contractor, tenants, or visitors to the building.
- I. They shall not remove any article or materials from the premises, regardless of its value or regardless of any employee's permission. Trash items are to be placed in dumpsters or trash cans designated for that purpose. Cardboard produced by the Contractor shall be disposed of in designated cardboard recycling containers at each facility.
- J. Upon written request of the Contract Coordinator to the Contractor, any Contractor's employees who fail to abide by these or other rules established by the Contract Coordinator will be immediately pulled off the job and replaced.

EQUIPMENT AND SUPPLIES

The Contractor shall provide all equipment, paper products, hand liquid or foam soap, and cleaning supplies (adequate in kind, quantity, and quality) for professionally performing these services in a manner that is satisfactory to the Town's Contract Coordinator and Center Supervisors.

The Contractor will provide Town staff access to additional toilet paper, soap and trash bag supplies so that we may replenish supplies during high volume times (such as day camp). Or, the Contractor and Contract Coordinator will agree upon a location within the facility designated for extra supplies.

The Contractor shall use paper products with at least 50% post-consumer recycled content and bleach-less paper towels. In addition, the Town requires that all toilet tissue be two-ply.

The Contractor will provide the Contract Coordinator with a detailed list of all products used at each location, their proposed use, and 3 copies of each product SDS *before* the commencement of work. One copy will be for the Contract Coordinator, one copy for the Center Supervisors, and one for each janitorial storage area. All products must be approved by the Contract Coordinator and/or Center Supervisors, and the Contractor must use only the approved products for their designated uses. Specific products may be required to clean specific surfaces. Soap will not be provided for use in locker room showers.

All products (chemicals) shall be kept in a properly labeled container, and a Safety Data Sheet (SDS) should be kept on each item. A clearly marked SDS notebook will be in each building's janitorial closet.

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Any changes/deletions/additions to the product list will require notification to the Contract Coordinator, and 3 copies of the SDS for new products will be provided to the Contract Coordinator.

The Contractor shall keep all janitor closets, storage rooms, and other spaces assigned to their use clean, mopped, dry, orderly, and locked at all times. Storage areas may not be used to store non-janitorial items. Exceptions for alternative storage locations shall be made only with prior written permission from the Contract Coordinator. If the janitorial closet is not kept clean and orderly, the Contractor will receive one written warning from the Contract Coordinator and be given 3 days to remedy the situation. If the closet is not clean and orderly by that date a deduction of \$25 per day will be taken.

All mop heads must be kept in a condition that is clean and odor-free or be replaced. Janitorial cleaning mops, brooms, and buckets shall be marked and separate from general-purpose equipment at each facility. The Contractor will provide clean, untreated dust mop heads to clean all gym floors. These dust mop heads will be changed every week and left in an agreed-upon location for pick up if needed. The Contractor will be responsible for arranging mop head pickup with the supplier, and for notifying Center Supervisors of the pickup schedule for security reasons.

PERFORMANCE OF EXTRA SERVICES

The Contractor shall, upon written or oral request from the Town, perform "extra" services. These types of services are above and beyond those items listed as "optional" services in the chart below. The Contractor shall be entitled to charge for such services at the rate of \$XX per hour (TBA after bid award), per employee. Requests for payment for "extra" services shall be submitted no later than the next regular monthly invoice and should be specifically identified as services rendered over and above contract provisions.

DISPOSAL OF RECYCLABLES

This contract does not include the handling of recyclables. Our Department staff will take care of their own recyclables and place them in the appropriate container.

FACILITY CLOSURE

If a facility is closed for a period of time so that the Town's Public Works Department can perform annual maintenance, the Contractor will not be expected to provide services. Monthly service fees for this time will be prorated. And/or the Contractor and Contract Coordinator can have a discussion on the trade-out of services.

If, due to maintenance or repair needs, a *portion* of a facility is to be closed and a reduction in janitorial services is needed, the Facility Supervisor will notify the Contract Coordinator in writing, giving as much notice as possible. The Contract Coordinator and Contractor will confirm in writing the dates and exact reduction of services that is to occur, and the agreed upon reduction in service fees. All efforts will be made to complete this confirmation prior to the reduction in services. And/or the Contractor and Contract Coordinator can have a discussion on the trade-out of services.

Janitorial Services for Parks and Recreation Department Bid: Q24-204, Town of Chapel Hill, North Carolina April 25, 2024

II. CLEANING SERVICE SCHEDULES

The Contractor must provide the following services, as the schedule specifies. The following tasks must be accomplished during the specified times at each of the listed facilities. Some special requirements (times and services) are necessary at several of the facilities due to special events, annual maintenance, or special rentals. These requirements will be sent with advance notice by each Center Supervisor to the Contractor.

DAILY CLEANING

- A. Spot clean glass surfaces including entrance glass, lobby glass, glass doors and glass partitions.
- B. Vacuum all floor doormats, rugs, and entrance grids (Homestead Aquatic Center only has grids).
- C. Vacuum all carpeted floors; remove loose paper, pins, clips, staples and other trash; remove gum.
- D. Empty all **exterior** trash cans located <u>within 20 feet</u> of entry/exit doors and deposit trash in outside designated dumpsters. Change trash can liners as needed. Some may need this done daily.
- E. Empty all **interior** trash cans (except designated and labeled blue and green recycling cans) and deposit trash in designated outside dumpsters. Plastic liners are to be used and tied down to the tops of the cans. All plastic liners stained with food residues will be replaced daily, otherwise all plastic liners will be changed as needed.
- F. Any soiled tops to trash cans shall be cleaned as needed.
- G. Sweep/vacuum and/or microfiber dust mop all uncarpeted floors (including hallways, stairwells, indoor steps, offices, and entrance/exit areas.) Damp mop as needed to keep floors clean, i.e., dirt-free, scuffmark-free, trash-free, and dust-free. Remove all gum from visible surfaces and floors. Leave no standing puddles of water.
- H. For 'Saniglazed' floors, clean according to manufacturer's instructions. These areas are found in the Hargraves restrooms and kitchen area; Community Center locker rooms and restrooms; Homestead Aquatic Center locker rooms.
- I. Spot clean visible spills, food, and drips from walls, base boards, ledges, doors, handles, and knobs.
- J. Clean and disinfect water fountains; wipe down outside unit of water fountains.
- K. In all restrooms, kitchens, showers, locker rooms, family changing rooms, and sink areas, the following services must be performed:
 - 1. Replenish all restroom and kitchen supplies (soap, paper towel—multifold and/or roll). The Contractor must furnish sufficient quantities to last all day, including a replenishment supply during the day for staff access. The Contractor will supply paper toilet seat covers at designated facilities and stock baby changing table liners to all restrooms with baby changing tables. The Contractor will also supply bags for sanitary napkin boxes.
 - 2. Damp wipe and clean all chrome surfaces and mirrors as needed.
 - 3. Clean, deodorize and disinfect inside and outside toilets, seats, bases, and urinals.
 - 4. Disinfect all handles on stall doors, grab bars and disinfect and deodorize drains.
 - 5. Clean and sanitize sinks, faucets, countertops, shower areas, hand dryers, and floors; remove hair from drains to avoid water back-up and clogs.
 - 6. Empty all trash cans and sanitary napkin dispensers; liners are to be used for cans and dispensers.
 - 7. Sweep and mop floors with approved disinfectant cleaner.

Janitorial Services for Parks and Recreation Department Bid: Q24-204, Town of Chapel Hill, North Carolina April 25, 2024

- 8. Remove used soap and toiletry containers (for example: shampoo bottles, soaps, razors, lotions, etc...) and put in trash.
- L. Clean/disinfect tabletops in all conference and meeting rooms.
- M. Place any non-toiletries left by patrons (for example: swimsuits, towels, eyeglasses, jewelry, etc.) in the designated area by each facility front desk.
- N. Notify your Supervisor if you find any graffiti on the premises. Certain types of graffiti require a police report and must be documented before removal, therefore, report to your supervisor; he/she will notify the Contract Coordinator.

WEEKLY SERVICES

- A. In common areas (lobby, meeting and conference rooms, kitchen/refrigerator areas, copy rooms, etc.) remove dust from all surfaces, for example: telephones, chairs, file cabinets, pictures, wall plaques, clocks, countertops, bookshelves, ledges on walls and doors, window ledges and other surface areas including fire alarm covers, extinguishers, AED cabinets, refrigerators, fixtures, and lamps.
- B. Thoroughly clean crumbs from under kitchen counter appliances.
- C. Dust and remove cobwebs from around windows, corners and ledges as needed (including, stairwell ledges, railings, doors, window and lobby ledges, offices, and entrances areas.)
- D. Completely clean all restroom partitions if needed.
- E. Pour hot water into restroom floor drains to prevent sewer odors.
- F. Change all dust mop heads and damp mop heads as needed so they are clean; leave a clean untreated dust mop head and frame in a designated location at each facility. Sometimes staff will need to dust clean the room floors between programs.
- G. Clean under raised vending machines, newspaper racks and tables.

MONTHLY, QUARTERLY AND SEMI-ANNUAL SERVICES NOTIFICATION

The Contractor will work with the Contract Coordinator in advance to make arrangements for monthly, quarterly, and semi-annual services schedule.

MONTHLY SERVICES

- A. Vacuum upholstered furniture and spot clean if needed.
- B. Thoroughly spray buff all tile, linoleum (to keep clean and shiny-- especially in high traffic areas).
- C. Spot clean baseboard molding.
- D. Remove dust from outside plate of ceiling/wall vents and air returns.
- E. Wash and disinfect all restroom walls and glassed in areas at entrance foyers.
- F. Check interior trash cans; wipe/clean and disinfect as needed

QUARTERLY SERVICES

- A. Clean, wax and polish all wood furniture, wood trims on furniture, wood trim and other wood accessories in common areas (lobby, meeting and conference room, copy room, etc.).
- B. Thoroughly wash air vents and air returns; clean/disinfects lockers

SEMI-ANNUAL SERVICES

A. TWICE A YEAR: Top scrub all floor tile and linoleum floors with soap water/or appropriate cleaner and rinse. Re-wax and buff to keep floors clean and shiny.

ANNUAL OPTIONAL SERVICES

The following annual services are optional at the discretion of each Center Supervisor and are not included in the monthly bid price of custodial services. These services shall be bid as separate "optional" items, and may be performed annually, or more frequently, or not at all, at the discretion of the Center Supervisors.

If requested by a Center Supervisor, the Contractor shall submit a proposed schedule for annual services to the Center Supervisor with a copy to the overall Contract Coordinator, within 30 days. The Center Supervisor shall approve this schedule or make any changes and return it to the Contractor within two weeks. The Center Supervisor may cancel any scheduled services within two weeks written notice. Otherwise, the Contractor is authorized to deliver the service in accordance with the approved schedule. The Contractor must report completion of annual services to the Center Supervisor so that the services can be inspected after completion. The Contractor should notify the Center Supervisor of any changes in the approved schedule when work is completed.

- A. Wash and dry all windows inside and out.
- B. Completely sweep, strip, re-wax and buff all tile and linoleum floors. Terrazzo, rubber tile and polished stone floors shall not be waxed or have caustic strippers applied but shall be cleaned and sealed in accordance with manufacturer's maintenance recommendations.
- C. Shampoo, steam or dry chemical clean office carpets (does not include personal rugs).

If any type of normal janitorial duties have been inadvertently omitted, the contract is to be interpreted to include same.

SPECIAL INSTRUCTIONS FOR FACILITIES and CUSTODIAL STORAGE SPACE

PARKS AND RECREATION ADMINSTRATIVE OFFICE and COMMUNITY CLAY STUDIO: The Contractor shall be afforded a 4 X 6 foot of storage space in the studio area.

Special Safety Measure for the Community Clay Studio: The dust associated with clay contains silica. Since airborne silica dust is a health hazard, custodial staff working in the clay studio must wear protective masks or respirators. It is the Contractor's responsibility to consult the OSHA standards and to ensure that their employees are provided with and use the correct level of protection for this hazard.

Daily:

-The Community Clay Studio floor will be HEPA vacuumed and wet mopped so that no clay debris or film remains.

-Damp wipe/disinfect all handprints from around door handles and frames, light switches, especially of clay debris and prints.

-Damp wipe/disinfect the conference room table.

Quarterly:

Deep Clean the Community Clay Studio floor-- Town staff will remove items from the floor so the Contractor can clean areas that are not normally accessible. The entire studio floor will be cleaned so that no clay or clay debris remain.

HARGRAVES CENTER: The Contractor shall have use of one custodial closet in the Hargraves Center.

Daily:

-Sweep the porch and all steps outside the front entrance to the Hargraves Center. -Include the computer room and kitchen in the cleaning schedule.

<u>HARGRAVES NORTHSIDE GYM</u>: The Contractor shall have use of one small area in the meeting room.

Daily:

-Includes the cleaning of 2 internal office spaces.

-Gym floor damp mopping on Tuesday and Thursday nights using an approved gym floor cleaner and microfiber mop pads. Dust mop and spot cleaning of floors remaining nights.

-Bleachers when open: litter removal daily; sweep/spot mopping as needed to remove food/gum/sticky liquids.

<u>THE CORNER TEEN CENTER</u>: There is a secure cage area in one of the restrooms at the Teen Center for custodial storage. The contractor will require a hose/adapter for the water supply from the hallway restrooms or sink inside the Teen Center.

Monthly: -Perform high dusting throughout the facility.

Janitorial Services for Parks and Recreation Department Bid: Q24-204, Town of Chapel Hill, North Carolina April 25, 2024

<u>CHAPEL HILL COMMUNITY CENTER</u>: The Contractor shall have use of one custodial closet in the locker room hallway.

Daily:

-Includes the 2 family changing rooms (small and large) on the pool deck, and the drinking fountain. -In the gym, sweep under portable bleachers to remove trash.

-On Tuesday, Thursday, and Saturday nights the Community Center gym floor will be damp mopped using an approved gym floor cleaner and microfiber mop pads. Special attention will be given to removing climbing wall chalk dust. Dust mop and spot clean of floors remaining nights.

Monthly:

-Gym Storage Room: Remove any trash and sweep/vacuum floor; wet mop.

<u>HOMESTEAD AQUATIC CENTER</u>: The Contractor shall have use of one custodial closet in the locker room hallway. The entrance floor is terrazzo with inlaid glass and brass. Clean with a mild detergent to avoid scratching.

Weekly:

-Clean out the recessed area under the entrance grids by picking them up and vacuuming underneath. -Give special attention to cleaning the sides and corners of the locker room floors.

Bid Proposal Sheet for Janitorial Services for July 1, 2025 – June 30, 2027 for Town of Chapel Hill, Parks and Recreation Department, Bid: Q24-204

					thly, quarterly &	
	Admin. Office & Clay Studio	Hargraves Community Center- Main	Hargraves Northside Gymnasium	Chapel Hill Community Center	The Corner Teen Center	Homestead Aquatic Center
Basic Service total cost per month	\$	\$	\$	\$	\$	\$
		(OPTIONAL SER	VICES—one-tim	e services	
	Admin. Office & Clay Studio	Hargraves Community Center- Main	Hargraves Northside Gymnasium	Chapel Hill Community Center	The Corner Teen Center	Homestead Aquatic Center
Wash & dry windows inside only:	\$	\$	\$	\$	NA	\$
Outside only:	\$	\$	\$	\$		\$
Complete Strip, wax (4 coats) and buff floors	Admin. side only: \$	\$	\$	\$	\$	\$
Shampoo carpets (does not include personal rugs)	NA	Stage area: \$ 2 Offices: \$	NA	NA	Hallway only: \$	NA
A.D. Clark Pool pre- season clean	NA	Bath House only: \$	NA	NA	NA	NA
Hourly rate for Special Service or Emergency Calls (two hour minimum): \$ per hour (call back rates do not cover missed tasks by the cleaning crew)						

Janitorial Services for Parks and Recreation Department Bid: Q24-204, Town of Chapel Hill, North Carolina April 25, 2024

Bid Proposal Form: Janitorial Services for 2025-2027 for Parks and Recreation Department Town of Chapel Hill, North Carolina Bid: Q24-204

The undersigned, as Bidder, hereby declares that the only person(s) interested in this proposal as principal(s) are named herein and that no other person than herein mentioned has an interest in this proposal or in the contract to be entered; 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:

I. TOWN OF CHAPEL HILL PARKS AND RECREATION DEPARTMENT

TOTAL MONTHLY BID FOR THE ADMIN. OFFICE & CLAY STUDIO:

_____Dollar (\$______).

TOTAL MONTHLY BID FOR THE HARGRAVES COMMUNITY CENTER:

Dollars (\$_____)

TOTAL MONTHLY BID FOR THE NORTHSIDE G	YM:
---------------------------------------	-----

	Dollars (\$)
TOTAL MONTHLY BID FOR THE CHAPEL HILL CO	MMUNITY CENTER:	
	Dollars (\$)
TOTAL MONTHLY BID FOR THE HOMESTEAD AQ)
)
FOTAL MONTHLY BID FOR THE TEEN CENTER:		
	Dollars (\$)
A. The Bidder further proposes and agrees hereby th 2024, as the beginning time.	at the work shall commen	nce on Ju

B. 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 of the Town of Chapel Hill, 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.

<u>BY:</u>

Firm Name and Address	
Signature of bidder	
Signature of blader	
Drinteducere 9 didle	
Printed name & title	
Email Address	

1,

Janitorial Services for Parks and Recreation Department Bid: Q24-204, Town of Chapel Hill, North Carolina April 25, 2024

References for:

(Company name)

Please provide contact information for 3 current (within past 18 months) clients:

Name	
Company	
Contact Number	
Contact e-mail	

Name	
Company	
Contact Number	
Contact e-mail	

Name	
Company	
Contact Number	
Contact e-mail	

SAMPLE CONTRACT – Please donot submit this with the bid proposal

STATE OF NORTH CAROLINA COUNTY OF ORANGE

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

This Contract is made and entered into by and between the "Town of Chapel Hill", herein "Town", and "{Contractor's Full Legal Name}", herein "Contractor", for services hereinafter described for the Town of Chapel Hill. This Contract is for {Description of Services to be Provided Under This Contract}.

WITNESSETH

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

- 1. <u>Duties of the Contractor</u>: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
- 2. <u>Duties of the Town</u>: The Town shall pay for the Contractor's services as set forth in Exhibit A.
- 3. <u>Fee Schedule and Maximum Sum</u>: Contract amount is not to exceed {insert a not to exceed amount}. Payment shall be made according to Exhibit A.
- 4. <u>Billing and Payment</u>: The Contractor shall submit a bill to the Town for work performed under the terms of this Contract. The Contractor shall bill and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
- 5. <u>Indemnification and Hold Harmless</u>: 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.
- 6. <u>Insurance Provisions</u>: The Town requires evidence of Contractor's current valid insurance (if applicable) in the amounts stated below during the duration of the named project and further requires that the Town be named as an additional insured for Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile \$1,000,000 per occurrence, and 2) Workers' Compensation \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Based on nature of services to be provided by the contractor and assessment of risk posed to the Town, the Town may require evidence of supplementary insurance coverages.
- 7. <u>Non-Discrimination</u>: The Contractor contractually agrees to administer all functions pursuant to this Contract without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.

Janitorial Services for Parks and Recreation Department Bid: Q24-204, Town of Chapel Hill, North Carolina April 25, 2024

- 8. <u>Federal and State Legal Compliance</u>: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
- 9. <u>E-Verify</u>: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
- 10. <u>Amendment</u>: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
- 11. <u>Termination</u>: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term as described herein.
- 12. <u>Interpretation/Venue</u>: 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. <u>Preference</u>: In the event that the terms of any exhibit attached hereto are not consistent with terms of this Contract, this Contract shall have preference; provided that where either any exhibit attached hereto or this Contract establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
- 14. <u>Severability</u>: 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. <u>Assignment</u>: This Contract shall not be assigned without the prior written consent of the parties.
- 16. <u>Entire Agreement</u>: 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. <u>Non-Appropriation of Funding</u>: 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

Janitorial Services for Parks and Recreation Department Bid: Q24-204, Town of Chapel Hill, North Carolina April 25, 2024

as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

- 18. Construction Project Related Sales Tax: If applicable, the Contractor shall furnish the Town certified statements setting forth the cost of all materials purchased from each vendor and the amount of North Carolina sales and use taxes paid thereon. In the event the Contractor makes several purchases from the same vendor, the Contractor's certified statement shall indicate the invoice number, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina sales and use taxes paid thereon. The Contractor's certified statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina sales or use tax paid thereon by the Contractor. The Contractor shall furnish such additional information as the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim by the Town for sales or use taxes. The Contractor shall obtain and furnish to the Town similar certified statements by the subcontractors. The certified statements to be furnished shall be in the form of the standard CONTRACTOR'S SALES TAX REPORT and shall be submitted with each request for payment. The Town will not make payment to the Contractor until the CONTRACTOR'S SALES TAX REPORTS ARE SUBMITTED. Any and all refunds received by the Town of said taxes shall remain with the Town, and the Contractor shall not be entitled to such refund.
- 19. <u>Term</u>: This Contract, unless amended as provided herein, shall be in effect until $\{ ___ \}, 20 \{ __ \}.$

[SIGNATURES ON FOLLOWING PAGE.]

Janitorial Services for Parks and Recreation Department Bid: Q24-204, Town of Chapel Hill, North Carolina April 25, 2024

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

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

{CONTRACTOR'S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK	TOWN SEAL

Town Clerk attests date this the _____day of _____, 20____.

Approved as to Form and Authorization

TOWN LEGAL STAFF

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

FINANCE OFFICER

DATE