



**NOTICE TO BIDDERS  
REQUEST FOR BIDS (RFB) FOR  
TRANSIT BUS HEADSIGNS SYSTEMS  
FOR THE TOWN OF CHAPEL HILL, NORTH CAROLINA**

DATE: Tuesday, March 4, 2025  
BID: P25-112  
TO: All Prospective Bidders  
FROM: Purchasing & Contracts Manager  
SUBJECT: Transit Bus Headsigns Systems  
TYPE: Goods  
PROPOSALS ARE DUE: **Monday, March 24, 2025, by 3:00 pm ET**  
LOCATION: Town Hall - 405 MLK Jr. Blvd, Chapel Hill, NC 27514

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals for the purchase of the **TRANSIT BUS HEADSIGNS SYSTEMS** to be furnished to the Town of Chapel Hill, N.C. will be received by the Purchasing and Contracts Manager, at the **Town Hall, 405 Martin Luther King Jr. Boulevard, Chapel Hill, 27514 in the first-floor conference room #102**, on Monday, March 24, 2025, by 3:00 pm ET at which time they will be publicly opened and read.

**Project Summary:** The purpose of this procurement is to supply replacement destination headsigns systems for 45 transit buses. The selected vendor will provide all required parts, including front, curbside, and rear destination signs, operator control units (OCUs), and any associated hardware or software necessary for system functionality. **Chapel Hill Transit will perform all installation and de-installation services in-house.**

Please note that a **virtual pre-bid meeting** will be held on **Wednesday, March 12, 2025 at 11:00 am ET**. All potential bidders are hereby notified that attendance at the Pre-bid call is optional. The information to join the call is below and will be posted on the Town Website.

>>>> [Click Here to Access the Teams Meeting](#) Call Meeting ID: 296 471 829 142 Passcode: wU7TJ7tA

Any additional questions that arise after the pre-bid conference **must be emailed in writing to Bobbette Glover, Procurement Analyst & DBELO**, Chapel Hill Transit, at [bglover@townofchapelhill.org](mailto:bglover@townofchapelhill.org) by Wednesday, March 12, 2025, by 5:00 pm ET. The subject line in the email shall read "**Bid P25-112: TRANSIT BUS HEADSIGNS SYSTEMS**". Responses to all questions received will be published in the form of an addendum on the Town's website at [www.townofchapelhill.org](http://www.townofchapelhill.org) by Friday, March, 14, 2025 by 5:00 pm ET.

For questions on the bidding procedures, contact the Town's Purchasing Division 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. Bids must remain valid for 60 days after the bid opening date.**



**INSTRUCTIONS TO BIDDERS  
REQUEST FOR BIDS (RFB) FOR  
TRANSIT BUS HEADSIGNS SYSTEMS  
FOR THE TOWN OF CHAPEL HILL, NORTH CAROLINA**

DATE: Tuesday, March 4, 2025  
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FROM: Purchasing & Contracts Manager  
SUBJECT: Transit Bus Headsigns Systems  
TYPE: Goods  
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LOCATION: Town Hall - 405 MLK Jr. Blvd, Chapel Hill, NC 27514

**This bid package includes the following documents:**

- Notice to Bidders
- Scope of Work
- Instructions to Bidders
- Bid Proposal Forms
- Certifications and Affidavits
- Sample Federal Contract
- **Exhibit B** – Federal Terms and Clauses
- **Attachment A** - Technical Specifications

**Projected Project Schedule:** The Town's goal to use the following schedule if possible:

Bid Request Issued	Tuesday, March 4, 2025
<b>Optional</b> Pre-bid Conference ( <b>VIRTUAL</b> – Teams Meeting)	Wednesday, March 12, 2025, at 11:00 am ET
Questions Due from vendors	Wednesday, March 12, 2025, by 5:00 pm ET
Addendum to RFB posted to Town website	Friday, March 14, 2025, by 5:00 pm ET
<b>Bid Proposals Due (public opening)</b>	<b>Monday, March 24, 2025, by 3:00 pm ET</b>
Proposal Reviews Complete and Contract Award	Friday, April 4, 2025, by 5:00 pm ET
Notice to Proceed	Monday, April 21, 2025, by 5:00 pm ET
Project Completion Date	180 Days after project start.

**Contacts:**

**Project Manager:**  
Peter Aube, Maintenance Manager  
Chapel Hill Transit  
Email: paube@townofchapelhill.org

**For Questions about Bidding Procedures:**  
Town's Purchasing Division at 919-969-5022.  
Email: Zalam@townofchapelhill.org

## **SCOPE OF WORK**

*See Attachment A For Technical Specifications*

### **OVERVIEW:**

The purpose of this procurement is to supply replacement destination headsigns systems for 45 transit buses. The selected vendor will provide all required parts, including front, curbside, and rear destination signs, operator control units (OCUs), and any associated hardware or software necessary for system functionality. **Chapel Hill Transit will perform all installation and de-installation services in-house.**

Sign system shall include destination sign and block sign on the front, route sign on the right side (near the front door) and route sign at the rear of the bus.

All signs shall be controlled via a single human-machine interface (HMI). In the absence of a single mobile data terminal (MDT), the HMI shall be conveniently located for the bus driver within reach of the seated driver. The driver shall be able to access the sign while seated.

Destination sign compartments shall meet the following minimum requirements:

- Designed to prevent condensation and entry of moisture and dirt.
- Designed to prevent fogging of both compartment window and glazing on the unit itself.
- Access provided to allow cleaning of inside compartment window and unit glazing.
- Front window shall have an exterior display area of no less than 8.5 in. high by 56 in. wide.

The following Run number sign shall be installed on each bus as follows.

### **Destination Sign Colors:**

1. Front sign – Bright white LED 16 X 160
2. Block sign – Bright white LED 12 X 40
3. Curb side – Bright white LED 14 X 112
4. Rear sign – Amber 16 X 8

### **Cloud Based Destination Sign System Requirements:**

The headsigns shall be equipped with a Cloud Gateway and shall utilize ARM hardware capable of connection to the vehicle's onboard router or Wi-Fi via Chapel Hill Transit's WLAN. Two CAN ports shall be provided for the headsigns CAN bus and the buses J1939 CAN bus. The system shall be able to check for new destination sign databases and if a new one is determined the gateway will automatically download the new database from the cloud and upload to the OCU.

1. All communication shall be authenticated and encrypted. No unencrypted access shall be allowed.
2. Sign website shall provide real time data to user interface dashboard.
3. Allow user to monitor sign programs from any location with internet access.
4. Allow user to manage different versions of the bus schedule files.
5. New destination sign shall be deployed within minutes of new database release.
6. Instant notification of sign downloading issues.

7. The programming software shall allow the length of time messages are displayed in 0.1 second increments up to 25 seconds.
8. The editing package shall be designed for ease of creating and /or deleting messages for a destination sign list in a WINDOWS Operating Environment.
9. On-site or web-based training support shall be made available.
10. The system shall provide capability for custom message writing through a selection of preprogrammed standard variable width fonts allowing for a custom display by varying spacing between characters, words, or other message elements.
11. Editing package shall allow for creation of graphic displays with or without accompanying text through a selection of programmed graphic images.
12. The system shall send out an alert when the router or headsigns fails.
13. The system shall have a history log of changes made to the data (who, what, when).
14. The system shall provide the ability to revert to a previous database version.

**Customer Service and Technical Assistance:**

Contractor shall provide personnel for on-site technical assistance for the first 2 installs to provide training and troubleshooting for issues that arise with the sign system.

1. Personnel shall be available during the warranty period to perform on-site inspections and take corrective actions within one (1) day of a request from Chapel Hill Transit.
  2. All telephone and email inquiries and requests from Chapel Hill Transit shall be answered within two (2) hours of receipt by the Contractor.
-

## SUBMISSION REQUIREMENTS & EVALUATION CRITERIA

Bidders must prepare and submit their bids in the following format to ensure consistency and ease of evaluation:

1. **Cover Letter:**
  - Provide a brief introduction, including company name, address, contact information, and a statement of interest in the project.
2. **Cost Proposal:**
  - Include completed Bid Proposal Form with itemized pricing for materials, equipment, and any additional costs.
3. **References:**
  - Provide at least three references from similar projects, including contact details and a brief description of the work performed.
4. **Insurance Coverage:**
  - See INSTRUCTIONS PAGE (pg. 6) below for full insurance coverage requirements.
5. **Compliance Documentation:** This project is federally funded and requires the following certifications to be submitted with the bid:
  - Bid Pricing Proposal Forms & Acknowledgement of receipt of all addenda
  - Non-Collusion Affidavit
  - Certification Regarding Debarment and Suspension
  - Certification of Restrictions on Lobbying
  - DBE Participation Forms
  - Certification of Buy America Compliance
6. **Sealed Submissions:**
  - Submit one (1) signed original proposal in a sealed envelope marked "**Bid Proposal P25-112 – Transit Bus Headsigns Systems**".
  - Submissions will be accepted by physical mail or in person up until the time stated for the Bid opening.
  - Late submissions will not be accepted.

### EVALUATION CRITERIA:

#### 1. Responsiveness:

- A bid will be considered responsive if all required documents are submitted, including:
- Bid Proposal Form.
- All required federal documentation.
- References from at least three similar projects, including contact information and project descriptions.

Non-responsive bids will not be evaluated further.

#### 2. Responsibility:

- The Town reserves the right to verify bidder qualifications, including reference checks, prior project performance, and regulatory compliance.
- Bidders must demonstrate the capability to perform the work in a timely and professional manner.

**3. Award:** The contract will be awarded to the lowest responsive and responsible bidder.

**PLEASE READ ALL INSTRUCTIONS CAREFULLY**  
**BEFORE PREPARING AND SUBMITTING YOUR BID**

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

**I. PRE-SUBMISSION PROCEDURES:**

**A. Questions/Requests for Interpretations.** Bidders in doubt as to the meaning of any part of the instructions, specifications, or other documents furnished with or referenced by these Instructions, may submit questions in writing to Bobbiette Glover at [bglover@townofchapelhill.org](mailto:bglover@townofchapelhill.org) by the "Questions Due" date and time specified above. **No further requests for interpretation will be accepted after the deadline.**

**B. Addenda.** All responses to timely submitted questions and requests for interpretations will be published in the form of an addendum on the Town's website at [www.townofchapelhill.org](http://www.townofchapelhill.org) on March 14, 2025, by 5:00 pm ET. Bidders shall ascertain that they have received all addenda issued and shall acknowledge receipt of the Formal Bid Proposal Form furnished with the specifications.

**C. Pre-Bid Conference:** An optional virtual pre-bid conference will be held on Tuesday, March 11, 2025, at 11:00 am ET. The information to join the call is below and will be posted on the Town Website. All potential bidders are hereby notified that attendance at the pre-bid conference is optional and not required for bid submittal.

**D. Expectations for Contract.** It is intended that the successful bidder shall furnish all equipment necessary to install the requested headsigns required under the terms of such contract(s) as may be entered into.

**II. SUBMISSION OF BIDS:**

**A. Receipt of Bids.** Sealed proposals for the furnishing of headsigns for the Project will be received by the Purchasing & Contracts Manager at the Town of Chapel Hill Town Hall, 405 Martin Luther King Jr. Blvd., Chapel Hill, North Carolina, **until Monday, March 24, 2025, by 3:00 pm ET.** Bids shall be enclosed in a sealed envelope addressed to the Purchasing & Contracts Manager, Town of Chapel Hill, 405 Martin Luther King Jr. Blvd., Chapel Hill, North Carolina 27514, and clearly marked "**P25-112 Bid Proposal – Transit Bus Headsigns Systems**". All bids received will be opened promptly and read at the specified hour and date set forth in the Notice to Bidders.

**B. Bid Opening.** This will be a public bid opening.

**C. Licenses.** Bidders are hereby notified that Chapter 87 of the North Carolina General Statutes will be observed in receiving and awarding the Contract(s). Accordingly, Bidders must have proper license(s) under the State laws governing their respective trade(s).

**D. Bid Proposal Form.** Bids shall be submitted on the Bid Proposal Form furnished with the specifications and must be completed in ink or typewritten without erasure, interlineations, or changes. All prices shall be stated in numerals. In case of conflict, unit prices will take precedence over unit price extensions.

**E. Execution of Bids.**

1. **Corporations.** Bids by corporations shall be executed in the corporate name by the President or Vice-President (or other duly authorized corporate officer accompanied by evidence of authority to sign), and the corporate seal be affixed and attested by the Secretary or Assistant Secretary of the corporation. The officer's signature shall be notarized. The corporate address and state of incorporation shall be shown above the signature.

2. **Partnerships.** Bids by partnerships must be executed in the partnership name and signed by a partner, the partner's title must appear under the partner's notarized signature, and the official address of the partnership and the names of all partners must be typed or printed below the signature.
3. **Other Business Entities.** Bids other than by corporations or partnerships shall be executed by the owner of the firm submitting a bid, in the presence of a notary public whose signature and seal attest said signature.

**F. Disadvantaged Business Enterprises.** Bidder shall make a good faith effort to ensure that, whenever possible, subcontracts are awarded to disadvantaged business enterprises in accordance with Federal requirements. See **Exhibit B, Federal terms and Clauses** for additional information. All required documents must be included with bid at the time of submission. **Note:** Bidder must provide proof of timely payments to DBE subcontractors and submit monthly payment reports, if applicable to this project, including invoice numbers, amounts paid, and payment dates upon request by the Town of Chapel Hill.

**G. Sales Tax.** All bid prices shall include sales taxes.

### **III. MINIMUM REQUIREMENTS FOR CONTRACT EXECUTION AND PERFORMANCE:**

**A. Form of Contract.** The contract to be awarded as a result of this RFB will be in substantially the same form and content as the sample contract included in this bid package. In the event that additional terms and conditions are proposed to be attached to said contract, there shall be none of the following unless Town's express prior written agreement is obtained: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the North Carolina Public Records law.

**B. Federal Requirements.** Unless indicated otherwise below, all provisions in the contract related to federal requirements apply.

**C. Insurance Provisions.** The successful bidder shall procure and maintain during the life of the contract the Insurance Provisions as outlined in Article 33 of the General Conditions of the Contract for Construction. Required coverage limits will be 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. The Town shall be named as an additional insured for Commercial General Liability and Business Automobile policies. 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.

**D. Commencement of Work.** The successful bidder will be required to commence work immediately upon receipt of the owner's Notice to Proceed.

**E. Billing and Payment.** The Contractor shall submit a bill to the Town for work performed or goods delivered 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 by the Contract Coordinator.

# ATTACHMENT A



**Chapel Hill  
transit**

**TOWN OF CHAPEL HILL  
Chapel Hill Transit**

6900 Millhouse Road  
Chapel Hill, NC 27516-8175

phone (919) 969-4900 fax (919) 968-2840  
[www.townofchapelhill.org/transit](http://www.townofchapelhill.org/transit)

## TECHNICAL SPECIFICATIONS

### DESTINATION SIGN SYSTEM

A Diamond Dot Series automatic electronic Passenger Information Display Sign System or approved equal shall be furnished and installed in the bus vehicle. The System shall consist of:

### DISPLAY SIGNS:

- Front Sign:

- \* 16 rows x 160 columns **Diamond Dot WHITE LED**; display height minimum 8.25 inches, display width 63.25 inches.

- Side Sign:

- \* 14 rows x 108 columns **White LED**; display height minimum 5.2 inches, display width 42.5 inches.

- Rear Sign:

- \* 16 rows x 48 columns **White LED**; display height minimum 6.25 inches, display width of 17.38 inches.

- Operator Control Unit (OCU):

The OCU shall feature an integral, alpha-numeric keypad (with backlit LED illumination for night- run operation) and inbuilt USB port access. The OCU shall operate as the master controller and utilize memory storage of 4 GB and integrated Wi-Fi capability for high-speed wireless connectivity and upload.

- Mounting for Signage:

The Front Sign shall be mounted on the front of the Bus, near the top edge of the body, behind windshield protection, and in an enclosed but accessible compartment provided by the Bus manufacturer.

The Side Sign shall be located on the curb side of the Bus near the front door, mounted near the top of an existing window.

The Rear Sign (external) shall be mounted on the rear of the vehicle in an appropriate industry standard sized cutout provided by the Bus Manufacturer.

*The entire display area of all signs shall be readable in direct sunlight, at night, and in all lighting conditions between those two lighting extremes, with evenly distributed illumination appearance to the un-aided eye.*

### **SIGN SYSTEM:**

The system elements shall be microprocessor-based utilizing industry-approved CANbus and Bluetooth communication (Class 1, Industrial grade) between the sign elements to synchronize each display presentation. System start-up time shall be 6 seconds.

A Master Controller Board shall be mounted in the OCU. Independent Sign Driver Boards shall be mounted in the front, side, and rear signage. Each sign shall be appropriately protected from fault and transient conditions. The Master Controller Board shall be capable of sending signage health status to an onboard AVM system. The system shall be capable of communicating with additional information devices, such as AVL systems, interior information signs, Voice Annunciation devices, fare-box, etc. The system shall provide for destination and/or Public Relations (P/R) message entry. The system shall be compatible with J1708, J1939, RS485 & RS232.

Flash memory integrated circuits shall be capable of storing and displaying up to 10,000 message lines. Message memory shall be changeable by the use of a "USB Key" sized according to the message listing noted herein. Download via a PCMCIA card or Memory Transfer Unit will not be accepted.

The System shall have the ability to sequentially display multi-line destination messages, with the route number portion remaining in a constant "on" mode at all times, if so programmed. It shall also be capable of accepting manual entry of Route Alpha/Numeric information, if so selected.

The various Signs shall be programmable to display independent messages or the same message; up to two destination messages and one public relations message shall be pre-selectable. The operator shall be able to quickly change between the pre-selected messages without re-entering a message code. Public relations messages shall be capable of being displayed alternately with the regular text and route messages or displayed separately.

An emergency message shall be activated by a push button or toggle switch (OEM provided) in a location to be approved by the procuring agency. The emergency message shall be displayed on signs facing outside the vehicle while signs inside the vehicle, including the OCU display, remain unchanged. The emergency message shall be canceled by entering a new destination code, or power cycling (after removal of the emergency signal).

The programming software shall provide a means of adjusting the length of time that messages are displayed, in 0.1 second increments up to twenty-five seconds. Power to the Sign system (24 VDC) shall be controlled by the Master Coach Run Switch. The signs shall operate in all positions of this switch except in the OFF position. The signs shall internally be protected against voltage transients and RFI interference to ensure proper operation in the local environment.

### **DISPLAY & DISPLAY ILLUMINATION:**

The Front sign displays shall consist of pixels utilizing proprietary DINEX™ Diamond Dot High Intensity Light Emitting Diodes (11LED"), for superior outdoor environmental performance. LEDs shall offer a WHITE color illumination with a nominal color

temperature of 5500 degrees. The LED shall be made of a superior UV and moisture resistant Epoxy lens. The viewing surface area of the Diamond-dot LED shall be 6 mm for superior display and viewing.

The Side, Rear signs shall consist of display pixels utilizing High Intensity 4mm Light Emitting Diodes ("LED"), for superior outdoor environmental performance, of WHITE illumination with a nominal color temperature of 5500 degrees. LED shall be made of superior UV and moisture resistant Epoxy lens.

Each pixel shall have a dedicated LED for illumination of that pixel in all lighting conditions. The sign system shall have multi-level intensity changes, which adjusts automatically as a function of ambient lighting conditions. Each sign shall operate independently in this intensity variation in sixteen steps (minimum to maximum). There shall be no requirement for any fan or any specialized cooling or air circulation.

The Front Diamond Dot LED Sign **shall be mounted** such as to be visible directly to the observer positioned in the viewing cone, allowing for full readability 70 degrees either side of the viewing centerline (140 degrees total). The Side and Rear LED shall have 65 degrees of full readability from the viewing centerline. The LEDs shall be the only means of illumination of the sign system. The LED display illumination source shall have an operating life MTBF of not less than 100,000 hours.

The characters formed by the System shall meet the requirements of the Americans with Disabilities Act (ADA) of 1990 Reference 49 CFR Section 38.39.

**ELECTRONIC SYSTEM REQUIREMENTS:**

All electronic circuit boards used in the Sign System shall be conformal-coated to meet the requirements of military specification MIL-I-46058C. All Sign System light board components shall be certified to have been subjected to a "burn-in" test of a minimum of twelve (12) hours operation in a temperature of 140 degrees F prior to final inspection. The sign system shall be tested and certified to comply with appropriate FCC requirements.

**FRONT SIGN:**



The Front Sign message shall be readable by a person with 20/20 vision from a distance not less than 350 feet for signs of display height greater than 8 inches and from a distance not less than 275 feet for display heights less than 8 inches. The Front Sign shall have a viewing cone of equal readability at 70 degrees on either side of a line perpendicular to the center of the mean plane of the display (140 degrees total). The intensity of the illumination of the display pixels shall appear, to the naked eye, to be approximately uniform throughout the full viewing cone.

**SIDE SIGN:**



The Side Sign message shall be readable by a person with 20/20 vision, from a distance of not less than 110 feet. The Side Sign shall have a viewing cone of equal readability at 65 degrees on either side of a line perpendicular to the center of the mean plane of the display. The intensity of the illumination of the display pixels shall appear, to the naked eye, to be approximately uniform throughout the full viewing cone.

**REAR SIGN:**



The Rear Sign shall be capable of independently displaying full sized alpha-numeric characters. Its message shall be readable by a person with 20/20 vision, from a distance of not less than 225 feet. The Rear Sign shall have a viewing cone of equal readability at 65 degrees on either side of a line perpendicular to the center of the mean plane of the display. The intensity of the illumination of the display pixels shall appear to be approximately uniform throughout the full viewing cone. The sign shall also contain integrated Bluetooth capability for data connection to the other sign elements. Vent filter caps shall be provided to maintain high air permeability and to prevent water intrusion & contamination. The enclosure shall be 10% glass-filled with superior wear resistance characteristics.

**SIGN ENCLOSURES:**

All Signs shall be enclosed in a manner such as to inhibit entry of dirt, dust, water and other contaminants during normal operation or cleaning. Access shall be provided to clean the inside of the Bus window(s) associated with the Sign and to remove or replace the Sign components. Access panels and display boards shall be mounted for ease of maintenance/replacement. The exterior Rear Sign enclosure used shall be made of high-quality Polycarbonate material containing fiberglass reinforcement. The vehicle manufacturer shall comply with the Sign manufacturer's recommended mounting, mounting configuration, and installation procedures to assure optimum visibility and service accessibility of the Sign System and System components.

**OPERATOR CONTROL UNIT (OCU):**



An OCU shall be used to view and manually update display messages and to display other system commands. It shall be capable to be recess-mounted on the Bus vehicle front Sign compartment access cover or in the driver's dash area. The OCU shall utilize a multi-key conductive rubber pad keyboard, with integrated LED back-light illumination for night-time use, and be designed for transit operating conditions and a maximum physical depth of 2 inches for cable clearance.

The OCU shall contain a display of at least two-lines of 20-character VFD capability. The unit shall contain an audible beep indicates a manual key depression. It shall continuously display the message associated with the selected destination readings (except the emergency message feature as noted above), as programmed in the destination listing software; in addition to system voltage, temperature, and other selected service and system characteristics.

The OCU shall contain an accessible port which will accommodate the USB destination data upload programmed by the software package below. In addition, the OCU shall contain the Wi- Fi capability for wireless connectivity and upload.

**PROGRAMMING:**

A Microsoft WINDOWS®-based programming software package shall be supplied, under limited-use license, to generate message lists for the Sign system.

The programming software package shall use the capacity of a WINDOWS® 7/8, 32/64-bit PC, having not less than 4 Gigabytes of RAM, to permit an industry-standard USB memory stick to be programmed directly from the PC.

The 1/0 Controls Corporation *Diamanta* program shall be designed for ease of deleting and adding messages to a Destination Sign list in a WINDOWS® Operating Environment. The Programming Software shall be intuitive, of design to facilitate ease of training. Reasonable on- site and web-based training support shall be provided with the software.

This software will provide capability for custom message writing by selection of preprogrammed standard variable width fonts. This allows for creation of a custom display by varying spacing between characters, words, or other message elements. This software also allows for creation of graphic displays with or without accompanying text by selecting preprogrammed graphic images.

**MESSAGE MEMORY TRANSFER & UPDATE:**

The Sign system shall be reprogrammable (message listing) on the Bus vehicle through the use of a standard USB Key/cable. A dust-protected slot shall be provided on the OCU face for this purpose which shall utilize a unique connector to preclude unauthorized use of the USB port (iPhone battery charging and the like). Alternate Wi-Fi connectivity for upload shall be available. The maximum reprogramming time for a typical transit authority line listing shall be 10 seconds in either case of USB or Wi-Fi upload. Message listing download speed shall be 82 KB/second.

**MESSAGE LISTING:**

Upon receipt of the contract/purchase order the vehicle manufacturer shall supply to the Sign manufacturer, the Message readings or listings such as to allow the Sign System to be preprogrammed with the transit authority-sourced destination listing.

**CABLES:**

The supplied bus harness shall be of a point-to-point configuration between destination signs which takes advantage of the Bluetooth communication to the rear sign for minimum cable run.

**BID PROPOSAL FORM**  
**Bid: P25-112**  
 Transit Bus Headsigns Systems  
 Town of Chapel Hill  
 Transportation Department  
 Chapel Hill, NC

Bidder: \_\_\_\_\_

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

To: Purchasing & Contracts Manager  
 Town of Chapel Hill  
 405 Martin Luther King Jr. Blvd.  
 Chapel Hill, NC 27514

The undersigned, as Bidder, proposes and agrees if this proposal is accepted to contract with the Town of Chapel Hill for the furnishing of all materials, equipment, in full and complete accordance with specifications, and contract documents, and to the full and entire satisfaction of the Town of Chapel Hill for the sum of:

No.	Item/Service	Unit Price	Qty	Item/Service Price
1	Front Sign	\$	45	\$
2	Side Sign	\$	45	\$
3	Rear Sign	\$	45	\$
4	Ancillary Equipment			\$
7	Warranty			\$
8	Other: __			\$
	Tax			\$
	Shipping and Delivery			\$

Total Project Bid:	_____ dollars	(\$ _____)
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**The Town of Chapel Hill reserves the right to remove any quantities from the contract and its corresponding Base Bid.**

The undersigned further agrees that this proposal shall be valid for a period of sixty (60) days from the date of receipt of the bids and that if this proposal is accepted by the Town of Chapel Hill within this period, the Bidder will execute the contract. The undersigned further agrees to deliver the purchased items promptly upon receipt of the Notice to Proceed and to ensure all items are delivered in full within 180 days from the Notice to Proceed.

The undersigned further acknowledges receipt of the following addenda which will be considered as part of the Contract Documents:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

[SIGNATURES ON FOLLOWING PAGE.]

**BID PROPOSAL FORM**  
**Bid: P25-112**  
**Transit Bus Headsigns Systems**

**SUBMITTED BY THE FOLLOWING CORPORATION:**

Name of Corporation: \_\_\_\_\_  
Address: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CORPORATE SEAL

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the State of \_\_\_\_\_,  
\_\_\_\_\_ County, certify that \_\_\_\_\_, personally came before me this day and acknowledged  
that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, and that by  
authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by  
\_\_\_\_\_, its \_\_\_\_\_, sealed with its corporate seal and attested by him/her as its  
\_\_\_\_\_.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

SEAL

**BID PROPOSAL FORM**  
**Bid: P25-112**  
**Transit Bus Headsigns Systems**

**SUBMITTED BY THE FOLLOWING PARTNERSHIP:**

Name of Partnership: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Partnership Address: \_\_\_\_\_  
List of all Partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the State of \_\_\_\_\_,  
\_\_\_\_\_ County, certify that \_\_\_\_\_ personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.  
Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

SEAL

**BID PROPOSAL FORM**  
**Bid: P25-112**  
**Transit Bus Headsigns Systems**

**SUBMITTED BY THE FOLLOWING BUSINESS ENTITY OTHER THAN CORPORATION OR PARTNERSHIP:**

Name of Business Entity: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Business Entity Address: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the State of \_\_\_\_\_,  
\_\_\_\_\_ County, certify that \_\_\_\_\_ personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT– To be Returned with Offer**

The undersigned as Bidder, hereby declares that the only person(s) interested in this quote 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 quote 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 it can complete the work as specified in the request for quotation at the rates included in its bid. The Bidder further declares itself informed of the applicable FTA contract clauses and has read all special provisions furnished prior to the solicitation of quotes that is satisfied relative to the work to be performed.
2. The Bidder further declares that it received and examined the quotation material and will abide by these requirements in performing the work.
3. The Bidder proposes and agrees, if this bid is accepted, to contract with the Town of Chapel Hill to furnish all necessary materials and equipment as specified in the request for bid, ensuring full compliance with the required specifications
4. 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. Bid will be awarded to the lowest responsive and responsible bidder. Bids shall be evaluated based on the lowest responsive and responsible bid meeting the required technical specifications.

Submitted the \_\_\_\_\_ day of \_\_\_\_\_, 2025

BY:

Firm Name	
Signature of bidder	
Printed name & title	

**CERTIFICATION OF PRIME CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY  
MATTERS – To be Returned with Offer**

The Prime Contractor, \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offense enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this bid/quote/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above-named Prime Contractor is unable to certify to any of the statements in this certification, the Primary Contractor shall attach an explanation to this certification.

The Prime Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. Section 3801 et seq. are applicable thereto.

\_\_\_\_\_  
Signature and Title of Authorized Official

**CERTIFICATION OF RESTRICTIONS ON LOBBYING – To be Returned with Offer**

I, \_\_\_\_\_, \_\_\_\_\_, hereby certify on behalf of  
(Name) (Title)

\_\_\_\_\_ that:  
(Firm)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

Dated \_\_\_\_\_  
\_\_\_\_\_

**(Name)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Firm)**

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS FOR THE PARTICIPATION OF  
DISADVANTAGED BUSINESS ENTERPRISES (DBE's)**

The Contractor hereby certifies that it will comply with the requirements of Section 19 of the FTA Act, Section 105(f) of the Surface Transportation Assistance Act of 1982, Section 100(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and the DOT implementing regulations of 49 CFR Part 26.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

FIRM \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

## PLAIN LANGUAGE INSTRUCTIONS FOR MEETING DBE REQUIREMENTS

Chapel Hill Transit is fully committed to meeting federal DBE requirements. To help bidders understand and comply with these regulations, we have simplified our instructions and provided plain language guidance. Following these instructions will help ensure your proposal is responsive and not disqualified due to non-compliance with DBE requirements.

### 1. What is Required:

- All bidders must either meet the DBE goal set for this project or demonstrate a **Good Faith Effort** (GFE) to include DBEs.
- Failure to submit the required DBE forms and documentation will result in your bid being deemed non-responsive.

### 2. If You Meet the DBE Goal:

- Submit the DBE Letter of Intent / Schedule of Participation Forms listing all DBE firms participating in the project.
- Attach DBE proof of certification for each firm.

### 3. If You Do Not Meet the DBE Goal:

- Complete the GFE Checklist Form and provide supporting documentation for each action taken to find and include DBEs.
- Also submit a written explanation of why DBE participation is not possible (e.g., "All work performed in-house" or "No DBEs supply the required product"). *These reasons are ONLY acceptable if the bidder has demonstrated a Good Faith Effort and supplied appropriate documentation for actions taken to find and include DBEs.*

### 4. Examples of Good Faith Efforts (GFE):

- Contacted DBE firms listed in the [DOT DBE Directory](#).
- Advertised subcontracting opportunities in trade publications or online platforms.
- Sent emails or letters to DBE firms seeking quotes.
- Documented follow-up efforts with DBEs who did not respond.

### 5. Need Help?

- Contact the Chapel Hill Disadvantaged Business Enterprise Liaison Officer (DBELO) for assistance in answering questions about GFE requirements.

**Note:** These forms and instructions are designed to make DBE participation requirements clear and ensure compliance with federal regulations. If you have questions about completing these forms, please contact the listed Chapel Hill Transit Disadvantaged Business Enterprise Liaison Officer (DBELO) or the Town's Purchasing Division at 919-969-5022.

**LETTER OF INTENT / SCHEDULE OF PARTICIPATION**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION\***

(THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED TO THE SPONSOR WITH DBE DOCUMENTATION)

PROJECT/BID NO. \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_

NAME OF GENERAL CONTRACTOR

NAME OF DBE CONTRACTOR\*

ADDRESS

CITY

STATE

ZIP CODE

PHONE

1. The undersigned DBE firm intends to perform work in connection with the above referenced project as:  
Check one:  
\_\_\_\_\_ an individual      \_\_\_\_\_ a partnership      \_\_\_\_\_ a corporation  
\_\_\_\_\_ a joint venture with \_\_\_\_\_  
\_\_\_\_\_ other \_\_\_\_\_  
attach extra sheets if necessary.

2. The undersigned affirms that s/he is a duly authorized official representing the proposed Disadvantaged Business Enterprise and affirms that its certification has not expired nor been revoked. (Attach a copy of certification letter.)\*\*

Check all that apply:

\_\_\_\_\_ MBE      \_\_\_\_\_ WBE      \_\_\_\_\_ Other \_\_\_\_\_  
Certification Agency \_\_\_\_\_ Certification Number \_\_\_\_\_

3. If awarded the contract, the undersigned intends to enter into a subcontract to perform the work described on the following sheet for the prices indicated.

\* Use a separate form for each DBE firm to be utilized on the project.

\*\* Certification must be completed prior to contract award. See contract documents and "Instructions to Bidder."



## EVIDENCE OF GOOD FAITH EFFORTS

This form **must** be completed and submitted only if the bidder declares on the Letter of Intent that they cannot meet the established DBE goal. Supporting documentation is required for each action checked "Yes."

**Bidder Name:** \_\_\_\_\_  
**Project Name:** \_\_\_\_\_ **Project/Bid #:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

The DBE Liaison Officer (DBELO) will evaluate all submitted evidence in accordance with the standards set forth in 49 CFR Part 26 and the DBE Program. All supporting documentation/evidence of good faith efforts must be clearly labeled and submitted with this form.

The following actions provide examples of efforts that may be considered but are not mandatory, exclusive, or exhaustive:

Good Faith Effort Action	Examples of Acceptable Documentation (Attach To This Form)	Check Yes/No
<b>Pre-Bid Meeting: Attended all pre-bid meetings where DBE participation was discussed.</b>	Meeting sign-in sheets, email confirmation of attendance.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
<b>Advertisement: Publicized subcontracting or supplier opportunities.</b>	Screenshots of online ads, copies of advertisements in trade journals.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
<b>Written Notices: Contacted DBEs directly to solicit their interest in the project.</b>	Copies of outreach emails, mailed letters, or phone call logs.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
<b>Follow-Up: Followed up with DBEs who expressed interest to confirm their availability and qualifications.</b>	Follow-up emails, notes from phone calls.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
<b>DBE Directory Search: Searched the state or federal DBE directories for potential partners or suppliers.</b>	Screenshot of search results or printout of DBE directory.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
<b>No DBE Opportunities: Explained why DBE participation is not possible.</b>	A written explanation detailing reasons (e.g., "All work performed in-house").	<input type="checkbox"/> Yes / <input type="checkbox"/> No

**Note:** If vendor declared on the Letter of Intent form that they cannot meet the established DBE goal, failure to complete and submit this "Evidence of Good Faith Efforts" form with required supporting documentation **will result in your bid being deemed non-responsive.**

**BUY AMERICA CERTIFICATION STEEL OR MANUFACTURED PRODUCTS**

General Requirement (as stated in 49 CFR 661.5)

- a. Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
  
- b. All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
  
- c. The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
  
- d. For a manufactured product to be considered produced in the United States:
  - 1. All of the manufacturing processes for the product must take place in the United States; and
  - 2. All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

**A. Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

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

WITNESSETH

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

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town will pay for the Contractor’s services as set forth in Exhibit A.
3. Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount} plus applicable sales tax.
4. Federal Assistance. This Contract is funded, in whole or in part, by federal assistance. Accordingly, the federal provisions contained in **Exhibit B** apply, as applicable.
5. Billing and Payment: The Contractor shall submit an invoice to the Town for work performed under the terms of this Contract. The Town will make payment within thirty (30) days of receipt of an accurate invoice, approved by the department which contracted for these services.
6. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor, except to the extent same are caused by the negligence or misconduct of the Town. Contrary to any provision that may be contained in any 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.
7. Insurance Provisions: The Contractor shall provide evidence of current valid insurance (if applicable) for the duration of this agreement, with the Town named as an additional insured under the Contractor’s Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business

Automobile - \$1,000,000 per occurrence and 2) Workers' Compensation - \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Cyber Liability Coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate is required for Contractors having access to personal identifying information and/or computer networks. The Town may also require evidence of supplementary insurance coverages depending on the services provided under this agreement.

8. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
10. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If any subcontractors are used, they also must comply with these requirements. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
11. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
12. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term.
13. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibit attached hereto the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
14. Preference: 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.
15. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

Assignment: This Contract shall not be assigned without the prior written consent of the parties.

17. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied

or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.

18. 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. 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.

20. 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