



NOTICE OF REQUEST FOR QUALIFICATIONS

ASSESSMENT, DESIGN, AND ADMINISTRATION SERVICES FOR HVAC SYSTEM REPLACEMENT FOR PUBLIC WORKS AND TRANSIT CAMPUSES

TOWN OF CHAPEL HILL, NORTH CAROLINA

DATE: October 21, 2026

RFQ: A/E27-003

To: All Prospective Vendors

From: Lenore Bishop, Purchasing & Contracts Manager

Subject: RFQ for the Assessment, Design, and Administration Services for HVAC System Replacement for Public Works and Transit Campuses

The Town of Chapel Hill is seeking written Statements of Qualifications (SOQ) from professional Engineering Firms (Consultant) specializing in Assessment, Design Services, Contract Administration, and Construction Oversight for replacing the Commercial Heating, Ventilation, Air Conditioning (HVAC) Systems for the Chapel Hill Public Works Campus and the Chapel Hill Transit Operations Campus. The Public Works and Transit Campus are both Ground source-based systems and for this Project, expertise in this type of system will be weighed heavily in the selection process.

Questions concerning this Request for Qualifications (RFQ) must be submitted in writing no later than 2:00 P.M. EST on November 2, 2026, to Forrest Heath, Jr., Public Works, via email at fheath@chapelhillnc.gov. All responses to submitted questions will be published in the form of an addendum on the Town's - Current Bids website by 5:00 P.M. on November 6, 2026.

All submittals must be emailed to the Purchasing and Contracts Bids inbox at bids@chapelhillnc.gov. Proposals must be received by **2:00 P.M. EST on November 19, 2026**. All submissions must have the subject line – “**RFQ # A/E27-003 – Public Works and Transit HVAC System Design – “Company Name”**”. Late submissions will not be considered.

If you have any questions concerning the bidding procedures, please contact the Purchasing Division at (919) 969-5022.

Section 1 – Procurement Process and Contract Guidelines

1.1 Project Schedule.

Date	Event
October 21, 2026	RFQ Released
November 2, 2026	Deadline for Vendor Questions due by 2:00 PM EST
November 6, 2026	Responses to Vendor Questions Posted on Town website
November 19, 2026	Proposals Due by 2:00 PM EST
December 15, 2026	Selection and Notification

1.2 Questions about the RFQ.

Any questions regarding this RFQ should be sent in writing via email to fheath@chapelhillnc.gov with “**Public Works and Transit HVAC System Design**” in the subject line. Questions should be sent no later than November 2, 2026, by 2:00 P.M. EST.

Answers will be published in the form of an addendum by November 6, 2026, on the Town’s website site at www.chapelhillnc.gov, under Town Government > Doing Business with Chapel Hill > Bids: Current.

No personal contact with Town of Chapel Hill employees or Town Council, except for the designated project contacts, is allowed during the RFQ process. Any vendors contacting Town department(s) directly may subject the proposal to being rejected.

1.3 Proposal Submission.

Providers’ proposals must be emailed to the Purchasing and Contracts Bids inbox at bids@chapelhillnc.gov. **All proposals must be received by 2:00 PM EST on November 19, 2026.** The email subject line must read “RFQ # A/E27-003– **Public Works and Transit HVAC System Design** – Company Name”. Any submissions received after 2:00 PM EST on the Town’s internal server will be rejected.

1.4 Preparation Costs.

The Town of Chapel Hill will not pay any costs associated with preparing, submitting, or evaluating proposals.

1.5 Time for Consideration.

The Town shall have a period of ninety (90) calendar days from due date of the proposals in which to award the contract. The Proposer shall be bound by their proposal during that time. A company may withdraw a proposal by written request prior to the date and time of the proposal opening or after the 90-day time for consideration if a contract has not been awarded.

1.6 The Town’s Rights and Options.

Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. All contractors are encouraged to submit proposals. The Town reserves the right to waive any informalities and to reject any and/or all proposals. In addition, the Town reserves the right to cancel a solicitation at any time prior to the award of a contract.

Section Two – Contract Requirements

2.1 Contract Requirements.

The Town seeks to award a three-year contract with the selected Firm starting on January 1, 2027. The Firm shall sign a Contract with the Town similar to Attachment 1 – Sample Contract – before providing the Services.

2.1.1 The following Contract sections are **required** for Town contracts:

2.1.1.1 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.

2.1.1.2 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.

2.1.1.3 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.

2.1.1.4 Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.

2.1.1.5 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.

2.2 Contracting with Small, Minority and Women’s Business Enterprises.

The Town encourages all businesses, including small, minority, and women-owned businesses to respond to all Request for Qualifications.

2.3 Prohibited Contract Terms.

In no event shall there be any of the following unless Town’s express written agreement is obtained: (1) any limitation on, or disclaimer of, implied or express warranties or the liability of the Contractor; (2) any limitation on damages, including a limitation of consequential damages; (3) any requirement for arbitration or for mandatory mediation; (4) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town unless the requirement for confidentiality meets the requirements of the Public Records Law.

2.4 Open Records.

Information submitted to the Town of Chapel Hill is public information and is available upon request in accordance with the North Carolina Public Information Act. As provided by North Carolina statute and rule, the Town will consider keeping confidential the trade secrets, which the Company does not wish to be disclosed. For such information, the Company must mark each page in boldface at the top and bottom as “CONFIDENTIAL.” In spite of what is labeled as a trade secret, the determination of whether it is or not will be determined by North Carolina General Statutes 132-1.2(1). Once a final price is negotiated, the cost information will not remain confidential. Any other public information may not be deemed confidential; therefore, it is requested that only the necessary confidential pages be marked.

2.5 Contract Form.

The contract to be awarded will be in the form of the Town of Chapel Hill's contract. A sample contract is included as ATTACHMENT 1. This is a locally funded procurement. No federal assistance contract terms apply.

Section Three – Scope of Work

3.1 Introduction.

The Town of Chapel Hill (Town) requests statements of qualifications from firms that desire to work with the Town on the Assessment, Design Services, Contract Administration, and Construction Oversight for Commercial Ground Source Heating, Ventilation, Air Conditioning (HVAC) Systems for the Town Chapel Hill Public Works Campus and the Transit Operations Campus.

3.2 Background.

The Town has currently programmed funding to perform the Assessment, Design and Replacement of the following building systems:

- Ground Based 1.5-3 Ton HVAC units,
- .75- 5 Ton Heat Pumps,
- Zoned 6-10 HVAC systems,
- Air Handlers,
- Furnaces,
- Circulation Pumps and
- Ventilation fan systems and
- other related equipment.

The Town also has plans for analysis and possible addition of new HVAC systems to both Fleet Repair Facilities of the Public Works and Transit campus's if funding allows.

3.3 Project Scope.

3.3.1 Existing HVAC System Assessment.

The Consultant shall conduct a thorough assessment of the existing HVAC system for the purpose of identifying system deficiencies and recommending replacement solutions. Existing plans, equipment manuals, onsite inspections, specifications, etc. will be utilized. The assessment should determine whether or not the existing HVAC system provides adequate cooling, heating, air movement, temperature control, dehumidification, and thermal comfort in accordance with current North Carolina state building ventilation requirements.

The identification of HVAC system deficiencies shall be comprehensive in nature and should consider, at a minimum: current system performance, maintenance requirements (including a review of records of past attempts to improve the system), operations efficiency (including costs of operation), inadequate design, and any other deficiencies observed. The Assessment findings will be written in a draft report and submitted to the Town's Project Management Team at a Town designated one dedicated progress meeting for discussion and comment on findings. An emailed report will be provided to the Town's Project Management Team in electronic form (Microsoft Word). Comments will be incorporated, and the final Assessment findings will be presented to the Town's Project Management team, in a Word electronic format. Upon acceptance by the Town's Project Management Team, approval will be given to begin the HVAC system improvements recommendations.

3.3.2 Proposed HVAC System Improvements Recommendations.

The consultant shall prepare a report outlining recommendations for HVAC and Dehumidification system replacement options for each building; special emphasis shall be paid to the dehumidification functionality as well as a robust and functioning controls system integration for both projects. The proposed solutions shall be based on the consultant's professional expertise and experience and shall take into consideration numerous factors including existing HVAC performance, installation cost, operational and maintenance costs, efficiency, system operational life, and input from Town staff.

The Town requires well-proven, time-tested system technologies and equipment for both projects. The Recommendations Report findings will be written in a draft report and submitted to the Town Project Management Team at a Town designated progress meeting for this proposal for discussion and comment in electronic form (Microsoft Word). Comments will be incorporated, and the final Recommendation Report will be presented to the Town's Project Management Team in a Word electronic format. The final report will be wet stamped and signed by a professional Mechanical Engineer licensed in the State of North Carolina.

3.3.3 Plans, Specifications, and Estimates.

Upon review of the recommendations report as described in the previous task ("Proposed HVAC System Improvements Recommendations"), the Town's Project Management Team shall provide approval to proceed with this task for each building. This task shall include comprehensive engineering/HVAC design services for the development of all necessary bidding documents including plans, specifications, and cost estimates (PS&E) to be used for the construction of the improvements and should therefore be complete in detail and contain all necessary information. Drawings shall conform to standard professional practice and applicable rules, codes, and regulations (local, state, and federal). The Town intends to bid this part of the scope out for construction; therefore, the proposal must include services related to the Contract Creation using Town provided templates as well as the bidding phase - i.e., response to RFQ's, recommendation best value from bid proposals and notification of selected vendor.

3.3.4 Project Administration.

For each of the five (5) individual buildings on the Public Works Campus with HVAC systems and its own unique address, the Designer shall perform due diligence to completely understand the existing system configuration and performance, its control logic and programming, with an overall goal to have a completed replacement system that uses proven technologies that are designed to provide long term performance and humidity control as well as low overall low system maintenance and repair needs.

Designers' scope of work separately and for both the Public Works and the Transit will include at a minimum:

- a. Six (6) design meetings with Town Staff
- b. Two (2) design meetings with Town Staff and the Town's HVAC Systems Controls Vendor
- c. Up to fourteen (14) site visits during construction plus an addition up to ten (10) site visits if Alternate 1 for conditioning the Fleet spaces if selected,

- d. Submittal of a digital version of 90% construction drawing to Chelsea Laws claws@chapelhillnc.gov (the Town's Inspection Department Manager) for review and feedback prior to completion of finalized construction drawings,
- e. Completing all documents (including Plans & Specification, Project Description, Bid Proposal form), needed to complete the Town's Bid Process,
- f. Chairing one pre-bid meeting,
- g. Answering all questions in a written format that will be published as addendums prior to bid due date,
- h. Chairing one (1) pre-construction meeting and six (6) construction meetings,
- i. Two (2) on-site system control verification meetings with Town staff and controls vender after systems are up and running in normal operation modes,
- j. One (1) punch list walk through,
- k. Four (4) commissioning on site reviews,
- l. One (1) final inspection after punch list is completed,
- m. Approving submittals and insuring they meet the Design intent and scope,
- n. Pay application approvals,
- o. Change order documentation using the Towns change order template,
- p. Approval by letter of the Engineer of Record for the Project indicating substantial completion has been achieved,
- q. Site visit and development of project punch list as well as a site visit to document punch list completion.
- r. Three (3) 36" x 24" sets of the 100% bid set of Plans, Specifications and Estimates (PS&E) documents shall be submitted for review.
- s. After final approval, six (6) complete sets of bidding documents including 36" x 24" construction drawings shall be provided and one final approved set in an electronic format.
- t. At end of project, the Designer shall furnish two (2) 36' x 24" bound sets of as-builts and one (1) electric version for each project.

3.3.5 Additional Services.

- a. **The Town, as part of this project, wants an analysis of existing conditions, and design for new systems to provide cooling for the garage areas of Building #3 (Fleet Building) as well as the Transit Fleet Operations Repair Bays and for both to be included in their respective base bid as Alternative #1 for each of the separate bid packages.** The design criteria for this space should be a summer maintained indoor temperature of 74 degrees on a 90-degree day with a desired constant indoor humidity level of 60% on a day where the outside humidity is 90%.

Final design shall also include and document a thorough systems commissioning plan to be implemented by the Design Team to ensure that all newly installed systems on both campuses are configured, controlled and operating per the Design Intent and Specifications and provide the desired comfort levels.

- b. Consultant is encouraged to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the project as defined herein. The consultant may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the additional work or services must be included in the proposal but separated out as an additional task in the Consultant's Fee Schedule.

Section Four – Required Forms

Form 1: Submission Form

Providers shall affirm the below statements to complete a responsive Proposal. Signatures must be of a Provider company employee with the authority to enter into agreements.

Company Name: _____

Company Primary Contact: _____

Company Address: _____

Company Phone Number: _____

Company Email: _____

Company To Initial Each Statement:

- a. The Company has read, understands, and has signed all required forms and submitted them as part of this offer. _____
- b. The Company or authorized representative has read, understands, and accepts all terms and conditions as outlined herein, except for as noted on the Compliance Sheet. _____
- c. The Company's proposal is valid for a period of at least 90 days from date of submission. _____

Signature

Printed Name

Date

Form 2 - Addenda Acknowledgement

The undersigned acknowledges receipt of the following Addenda which are considered as part of the RFQ:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Signature

Printed Name

Date

Form 3 - Compliance Or Exception to Terms and Conditions

Please check ONE option:

- ☐ Company agrees and shall comply with all terms and conditions of this RFQ.
- ☐ Company takes exception to the following terms and conditions (identify by section number, page number, and title); note that exceptions to any term or condition may, at the Town's discretion, render the response non-responsive.:

Firm Name (Print)

Title

Authorized Signature

Date

Form 4 - References Form

References for: _____ (Company name)

Please provide contact information for 3 current clients:

Name _____

Company _____

Contact Number _____

Contact e-mail _____

Name _____

Company _____

Contact Number _____

Contact e-mail _____

Name _____

Company _____

Contact Number _____

Contact e-mail _____

Form 5 - Non-Collusion Affidavit

_____(name of individual), being first duly sworn, deposes
and says that:

1. He/She is the _____ (title) of _____
(company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal
and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a
collusive or sham proposal in connection with the contract for which the attached proposal
has been submitted or to refrain from proposing in connection with such contract, or has in
any manner, directly or indirectly sought by agreement or collusion of communication or
conference with any other proposer, firm or person to fix the price or prices or of any other
proposers, or to fix any overhead, profit or cost element or to secure through collusion,
conspiracy, connivance or unlawful agreement any advantage against the Town or any person
interested in the proposed contract; and

Signature

Title

Date: _____

Section Five – Proposal Content

5.1 Proposal Components.

Companies are required to prepare their proposals in accordance with the instructions outlined in this section and elsewhere in this RFQ. In order to be eligible for consideration, the submitted proposal must include all of the following:

1. Cover letter stating intentions of the proposal and why your company should be considered for contract award.
2. Completion of all Section Four – Forms.
3. Proposed Solution in order of the Proposal Requirements listed below.

The proposal shall not be longer than 8 pages total - excluding the Title Page and the Table of Contents Page.

5.2 Vendor Proposal Requirements.

5.2.1. The following should be included with your Statement of Qualification and should be organized as follows:

A. Executive Summary.

This should include lead firm's name, contact person, address, email and phone number.

B. Qualifications and Experience.

- i. Company shall describe specific experience with projects of similar scope and size within the last four (4) years. Companies shall describe and highlight experience with similar types of commercial ground source HVAC and Dehumidification systems.
- ii. Experience providing similar services to other municipal clients or commercial clients.
- iii. Identification of potential conflicts of interest, independence issues, or biases associated with the scope of work.

C. Project Approach.

- i. Includes resumes of key personnel that will be the ones actually performing the system analysis and creating the design documents.
- ii. Provide the planned number of hours anticipated to be used by each designer to complete the process.

D. References.

- i. Provide references from at least three (3) other customers that have had similar types of ground source-based system projects designed and construed by your firm recently. Include the name, email and phone of the project manager and the total contract value. The Town of Chapel Hill reserves the right to verify and check all references provided.

- 5.2.2. For the purposes of consideration, Town of Chapel Hill requires that all companies:
- A. Possess qualifications and experience related to the scope including specific experience with performing assessments, design services, contract administration and construction oversight for ground source-based heating, ventilation, and air conditioning systems.
 - B. Possess any necessary licensing to conduct work, as outlined in the scope, in the state of North Carolina.

Section Six- Evaluation of Proposals

6.1 Proposal Evaluation.

The Town follows **qualifications-based selection process (NCGS 143-64.31)** for procuring professional services. The Town may choose to interview firms or directly negotiate with the top ranked firm(s).

The Town will seek to negotiate a contract, a general scope of services, fee schedule, etc. with the preferred firm(s). If unable to reach an agreement, the Town of Chapel Hill will terminate negotiations and commence negotiations with the next ranked firm(s). Each SOQ will be evaluated on the Consultant's responsiveness to the requirements of this SOQ. Evaluation Criteria will include, but are not limited to the following:

1. Qualifications and specialized experience of the firm and the key individuals proposed for this project.
2. Degree of familiarity of the Consultant with the project's requirements and the firm's proposed approach.
3. Construction Management experience.
4. Review of similar past projects including feedback from referrals on other ground source system projects.
5. Past performance of the Consultant including performance related to budgets and schedules as well as feedback from references on project management.

A committee selected by the Town of Chapel Hill will review the Requests for Qualifications, rank the submittals, and make the selection based on consensus with their review committee.

Personal interviews are not anticipated but the Town reserves the right to shortlist up to (3) consultants and request an interview.

Attachment 1 – Sample Contract

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 the services as described in this agreement.

WITNESSETH

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

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A, attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town will pay for the Contractor’s services as set forth in Exhibit A.
3. Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount} plus applicable sales tax.
4. Billing and Payment: The Contractor shall submit an invoice to the Town for work performed under the terms of this Contract. The Town will make payment within thirty (30) days of receipt of an accurate invoice, approved by the department which contracted for these services.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor, except to the extent same are caused by the negligence or misconduct of the Town. Contrary to any provision that may be contained in any exhibits, attachments, or subsequent purchase orders, 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 exhibits, attachments, or subsequent purchase orders that calls for the Town to indemnify the Contractor shall be only to the extent allowed by law.
6. Insurance Provisions: The Contractor shall provide evidence of current valid insurance (if applicable) for the duration of this agreement, with the Town named as an additional insured under the Contractor’s Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers’ Compensation - \$100,000 for both employer’s liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Cyber Liability Coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate is required for Contractors having access to personal identifying information and/or computer

Assessment, Design, and Administration Services for HVAC System Replacement for Public Works and Transit Campuses

RFQ: A/E27-003 Town of Chapel Hill, North Carolina
October 21, 2026

networks. The Town may also require evidence of supplementary insurance coverages depending on the services provided under this agreement.

7. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
8. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
9. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If any subcontractors are used, they also must comply with these requirements. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
10. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
11. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term.
12. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibits, attachments, or subsequent purchase orders, the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
13. Preference: If the terms of any exhibits, attachments, or subsequent purchase are not consistent with the terms of this Contract, this document shall have preference; provided that where either any exhibit attached hereto or this document establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
14. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
15. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
16. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.

17. Construction Project Related Sales Tax: If applicable, the Contractor must provide certified statements regarding the cost of materials purchased and the amount of North Carolina sales and use taxes paid by Contractor and any subcontractors. Contractor further agrees to provide the Town with any additional information and documentation the Town might request in the event the Commissioner of Revenue of the State of North Carolina requires more information to substantiate a refund claim by the Town for sales or use tax. The Town will not make payment until these statements are submitted. Any tax refunds received by the Town will remain with the Town.
18. Non-Appropriation of Funding: Contractor acknowledges that the Town is a governmental entity, and the Contract validity is based upon the availability of public funding under the authority of its statutory mandate.

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

19. Term: This Contract, unless amended as provided herein, shall be in effect until _____, 20____. Any renewal provisions that may be contained in any exhibits, attachments, or subsequent purchase orders are void and without effect.

[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 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

Assessment, Design, and Administration Services for HVAC System Replacement for Public Works and Transit Campuses

RFQ: A/E27-003 Town of Chapel Hill, North Carolina
October 21, 2026