



TOWN OF CHAPEL HILL, NORTH CAROLINA

**NOTICE OF REQUEST FOR PROPOSALS
FOR
PUBLIC WORKS, POST OFFICE/COURTHOUSE FACILITY, AND TOWN HALL
JANITORIAL SERVICES**

DATE: October 12, 2026

RFP: P27-11

To: All Prospective Companies

From: Lenore Bishop, Purchasing & Contracts Manager

Subject: Public Works, Post Office/Courthouse Facility, and Town Hall Janitorial Services

The Town of Chapel Hill is seeking proposals from qualified organizations to provide janitorial services at the Chapel Hill Public Works Campus, the Chapel Hill Post Office and Courthouse Facility, and the Chapel Hill Town Hall.

A **mandatory pre-proposal meeting and site visit** will be held on **Thursday, October 22, 2026, at 9:00 AM EST** in the Operations Large Crew Room at Chapel Hill Public Works, 6840 Millhouse Road, Chapel Hill, NC 27516. Attendance at this meeting is **MANDATORY** if you wish to submit a proposal; failure to attend the meeting will disqualify the proposal. A tour of each facility will follow the meeting. We will provide transportation by bus to the Chapel Hill Post Office and Courthouse Facility and Chapel Hill Town Hall.

Questions concerning this Request for Proposals (RFP) must be submitted in writing no later than **2:00 PM EST on October 26, 2026**, to Mack Howell, Chapel Hill Public Works via e-mail at mhowell@chapelhillnc.gov. All responses to submitted questions will be emailed via an addendum to the pre-proposal conference attendees on October 30th, 2026.

All submittals must be emailed to the Purchasing and Contracts Manager, Lenore Bishop, at lbishop@chapelhillnc.gov. Proposals must be received by **2:00 PM EST on November 6th, 2026**. All submissions must have the subject line – **“RFP # P27-11 – Public Works Janitorial Services – “Company Name”**.

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

Section 1 – Procurement Process and Contract Guidelines

1. Project Schedule.

Date	
October 12, 2026	RFP Released
October 22, 2026	Mandatory Pre-proposal Meeting and Site Visits at 9:00 AM EST the Chapel Hill Public Works Operations Building #2
October 26, 2026	Questions due in writing by 2:00 pm EST
October 30, 2026	Responses to Vendor Questions will be provided in an Addendum. The Addendum will be emailed to the Pre-proposal meeting attendees.
November 6, 2026	Proposals Due by 2:00 pm EST
November 6 – November 30, 2026	Proposal Evaluations
January 1, 2027	Contract Start

2. Pre-Proposal Meeting.

A **mandatory** pre-proposal meeting will be held to review the RFP requirements and scope on **Thursday, October 22, 2026, at 9:00 AM EST** in the Operations Large Crew Room at Chapel Hill Public Works, 6840 Millhouse Road, Chapel Hill, NC 27516.

A **mandatory** site visit of all the facilities will follow the meeting. The site visits are expected to last until 12:00 PM.

3. Questions about the RFP.

Any questions regarding this RFP should be sent in writing via email to mhowell@chapelhillnc.gov with “**Public Works - Janitorial Services**” in the subject line. Questions should be sent no later than October 26th, 2026, by 2:00 pm EST.

Answers will be published in the form of an addendum by October 30, 2026. The addendum will be emailed to the pre-proposal conference attendees.

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

4. Proposal Submission.

Providers’ proposals must be emailed to the Purchasing and Contracts Manager, Lenore Bishop at lbishop@chapelhillnc.gov. **All proposals must be received by 2:00 pm EST on November 6, 2026.** The email subject line must read “RFP # P27-11 – Public Works - Janitorial Services – Company Name”. Any submissions received after 2:00 PM EST on the Town’s internal server will be rejected.

5. Preparation Costs.

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

6. 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.

7. 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 of Chapel Hill reserves the right to take any action during the process of this RFP that is in the best interest of the Town. The Town reserves the right to waive any informalities, to reject any and/or all proposals or to make multiple contract awards if in the best interest of the Town. In addition, the Town reserves the right to cancel a solicitation at any time prior to the award of a contract.

Section 2 – Contract Requirements

1. Contract Requirements.

The Town seeks to award a one-year contract with the selected Provider(s) starting on January 1, 2027, with the option for the Town of Chapel Hill to continue services under the same terms and conditions set forth herein for up to four (4) subsequent years. The Provider(s) shall sign a Contract with the Town similar to Attachment A – Sample Contract before providing the Services.

1.1. The following Contract sections are **required** for Town contracts:

- 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.
- 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.
- 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.
- 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.
- 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.

1.2. The provider must be registered with the Office of the North Carolina Secretary of State to contract with the Town.

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 Proposals.

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.

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.

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 A. This is a locally funded procurement. No federal assistance contract terms apply.

Section 3 – Scope of Work

1. Background.

The purpose of this Request for Proposals (RFP) is to solicit offers to establish one or more contracts to provide professional janitorial services, including labor, equipment, and supplies at the Chapel Hill Public Works Campus, the Post Office and Courthouse Facility, and the Chapel Hill Town Hall.

Anticipated start date for services to begin will be January 1, 2027. The Town anticipates the contract term will be for one (1) year with the option to renew for up to four (4) additional one (1) year terms.

The Town reserves the right to enter into Contracts with one (1) or more Providers, whichever is deemed to be in the best interest of the Town.

2. Facility Information.

2.1. Chapel Hill Public Works - Millhouse Road.

Chapel Hill Public Works Campus is comprised of three (3) personnel offices including Administration, Operations, and Fleet.

Typical operational schedule: Monday through Friday; 6:00 AM — 5:00 PM.

Please note: Emergency operation schedules (24-hour operation) possible.

Administration (Building – 1)	Gross Square Feet: 9,000
• Carpet	6,500 sf
• Quarry tile	1,000 sf
• Ceramic tile	300 sf
• VCT (Vinyl Composition Tile)	275 sf
Offices	16
Conference Rooms	2
Women’s restrooms (1) fixtures	3 commodes / 2 lavatory
Men’s restrooms (1) fixtures	1 urinal / 2 commodes / 2 lavatory
Typical staffing (employees)	21
Visitors (typical weekly)	20

Field Operations (Building – 2)	Gross Square Feet: 36,720
• Carpet	500 sf
• Ceramic tile	1,100 sf
• VCT	18,000 sf
Offices	25
Lunchrooms	5
Kitchen	1
Women’s restrooms (1)-fixtures	4 commodes / 3 lavatory / 1 shower

Men's restrooms (4)-fixtures (total for all 4)	10 urinals / 8 commodes / 10 lavatory / 8 showers
Typical staffing (employees)	100+

Fleet (Building – 3)	Gross Square Feet: 22,800
• Carpet	0 sf
• Ceramic tile	400 sf
• VCT	2,000 sf
Offices	7
Lunchrooms	1
Women's restrooms (1)-fixtures	1 commode / 1 lavatory
Men's restrooms (3)-fixtures	1 urinal / 5 commodes/4 lavatory
Typical staffing (employees)	11

2.2. Post Office and Courthouse Facility: 179 E. Franklin St.

Typical operational schedule: Monday through Friday; 6:00 AM — 9:00 PM.

Please note: Contractor responsible for coordinating with the United States Postal Service (USPS) and Orange County Courts to schedule cleaning in the Post Office and court room to accommodate existing schedules.

Contractor responsible for ensuring automatic locking hardware for lobby of Post Office is functioning properly at 9:00 pm five (5) nights a week to secure facility.

Post Office/Courthouse	Gross Square Feet: 17,542
• Carpet	3,960 sf
• Ceramic tile	375 sf
• Terrazzo	1,585 sf
• VCT	0
Tenants	3 - Orange County Courts / Post Office / Chapel Hill Parks & Recreation
Typical Staffing	15
Women's restrooms (2@1 per floor)-fixtures	1 commode / 1 lavatory
Men's restrooms (2@1 per floor)-fixtures	1 urinal / 1 upper / 3 lower commodes/lavatory
Judge's restroom 1	1 commode / 1 lavatory
Post Office restrooms: 1 men/1 women-fixtures	1 commode / 1 lavatory

2.3. Chapel Hill Town Hall Facility – 405 Martin Luther King Jr. Blvd.

Chapel Hill Town Hall is a heavily used, 36,513-square-foot facility that serves Town employees and community members. The building contains the Council Chambers and

Council meeting room, shared conference rooms on the 2nd and 3rd floors, a break room/ kitchen on the 1st floor, small break rooms on the 2nd and 3rd floor, multiple common areas in the Atrium, six (6) multi-stall public restrooms, three (3) single-occupancy restrooms, outdoor terraces, and a variety of back-of-house staff work rooms and offices. The Contractor will be required to properly manage Town Hall's 3-stream waste collection process (trash, mixed recycling, and compostable materials). The Contractor's full array of cleaning products must be certified by Green Seal or the (Environmental Protection Agency) EPA's Safer Choice program (unless other products are specifically allowed by the Contract Coordinator).

Typical operational schedule: Monday through Friday; 8:00 A.M. - 5:30 P.M.

Please note: Emergency operation schedules (24-hour operation) possible.

Town Hall	Gross Square Feet: 35,270
• Carpet	23,400 sf
• Quarry tile	1,700 sf
• Ceramic tile	900 sf
• VCT	700 sf
Conference Rooms	6
Lunchroom	1
Women's restrooms (3@1 per floor)-fixtures	3 commodes / 2 lavatory
Men's restrooms (3@1 per floor)-fixtures	1 urinal / 2 commodes / 2 lavatory
Shower facilities (ground floor only)	1 adjacent to women's / 1 adjacent to men's
Family/Single Occupant: (3@1 per floor)-fixtures	1 commode / 1 lavatory
Typical staffing (employees)	95

The Town is seeking a Janitorial Service to provide daily cleaning service five days per week between the hours of 5:00 PM and 6:00 AM, excluding holidays. Work shall be coordinated so as not to interfere with evening meetings scheduled in the facility. Weekly schedules for meetings are available on the Town's website and are subject to change.

3. Hours, Holidays, and Facility Closures.

3.1 Public Works Hours.

- Monday – Friday 6:00 AM – 5:00 PM (subject to change during weather events):

On occasion, Public Works events including but not limited to adverse weather events are held outside of normal hours of operation. When necessary, the Public Works Contract Coordinator will notify Provider about after-hours events with as much advance notice as possible so the Provider can arrange for cleaning impacted areas of the facility **prior to, during, and after** the event is finished.

In the event of severe weather operations, janitorial services must be maintained and coordinated with the Public Works Contract Coordinator to ensure there are no gaps in service to the facilities.

3.2 Post Office and Courthouse.

The Post Office lobby is open 365 days/year. The Post Office is closed for all federal holidays. The Orange County Court Schedule varies.

3.3 Town Hall Days and Hours of Operation.

The Town is seeking a Janitorial Service company to provide daily cleaning service five days per week between the hours of 5:00 AM. and 6:00 AM, excluding holidays. Work shall be coordinated so as not to interfere with evening meetings scheduled in the facility. Weekly schedules for meetings are available on the Town's website and are subject to change.

In the event of severe weather operations, janitorial services must be maintained and coordinated with the Town Hall Contract Coordinator to ensure there are no gaps in service to the facilities.

If some or all of the facility is closed for more than 24 hours for maintenance, repair, or emergency operations and a reduction in janitorial services is needed, the Public Works 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.

4. Scope of Work.

See Attachment B and Form 3 for detailed tasks and service frequency.

4.1. Public Works Facility and Post Office Services.

A. Basic Services.

- i. Daily cleaning service five (5) days per week between the time the facilities close and 6:00 AM, excluding holidays.

B. Elective Services.

- i. Semi-annual (twice yearly) machine scrubbing of restroom floors, kitchen floor, and slate tiles
- ii. Semi-annual (twice yearly) deep cleaning of carpet and rugs
- iii. Annual (once yearly) glass cleaning of all interior building glass

4.2. Town Hall Services.

A. Basic Services

- i. Daily cleaning service five (5) days per week between the time the facility closes and 6:00 AM, excluding holidays.

B. Elective Services.

- i. Semi-annual (twice yearly) strip, wax, and buffing of all VCT floors in restroom hallway, breakrooms and AV studio.
- ii. Semi-annual (twice yearly) deep cleaning of carpet and rugs

- iii. Annual (once yearly) glass cleaning of all interior building glass

5. Service Provider Responsibilities.

These responsibilities are given as a general guideline to establish a minimum quality of service.

The Custodial Provider will furnish all labor, supervision, cleaning supplies, materials, equipment, and consumables to perform these services to a hospitality level of cleanliness, defined as the standard of cleanliness and hygiene maintained in hospitality facilities, such as hotels and restaurants. The Custodial Provider is expected to conduct the contract operations in a professional manner and to supply general accepted janitorial services in a manner that is satisfactory to each Facility Contract Coordinator per the contract specifications.

5.1. General Responsibilities.

5.1.1. Efficient use of Chemicals.

The Custodial Provider shall:

- 5.1.1.1. Provide easily understood directions to cleaning staff in appropriate written languages or graphic representation for the dilution of chemical cleaning products.
 - i. Town Hall Requirement: The chemical cleaning products used in the building must be certified by Green Seal or the EPA's Safer Choice program (unless other products are specifically allowed by the Town Hall Contract Coordinator.
- 5.1.1.2. Track the quantities of chemicals consumed over time by cleaning operations on at least a quarterly basis and provide to the Contract Coordinator upon request.
- 5.1.1.3. Train workers in the safe and effective use of all relevant chemical cleaning products.
- 5.1.1.4. Use the appropriate technology (coarse spray bottles, automatic chemical dispensers on powered equipment, etc.) for applying the chemical product in a manner that does not result in overuse and waste of the product.
- 5.1.1.5. Provide directions for the proper rinsing and disposal of used or expended chemical solutions or empty chemical containers.
- 5.1.1.6. Prevent other building areas from being adversely affected.
- 5.1.1.7. Reduce, minimize, or eliminate the need for using cleaning chemicals whenever possible.

5.1.2. Reducing Solid Waste.

The Custodial Provider shall:

- 5.1.2.1. Purchase chemical products and supplies in quantities that minimize the amount of packaging and container waste generated.

- 5.1.2.2. Whenever practicable, use reusable cleaning cloths or microfiber technology in lieu of paper products. Reusable cleaning cloths or microfiber must be cleaned or laundered prior to reuse.
- 5.1.2.3. Segregate and recycle all waste items from cleaning operations, including paper, glass, plastics, cardboard, other packaging materials, empty chemical containers, and worn equipment that are acceptable for recycling in the community.

5.1.3. Vacuum Use/Maintenance.

The Custodial Provider shall ensure that:

- 5.1.3.1. Vacuums are equipped with the proper filter or bag; the filters shall be changed or cleaned consistent with the manufacturer's recommendations.
- 5.1.3.2. Vacuum bags or canisters are changed or replaced when half full or when indicated by a bag sensor if vacuum is so equipped.
- 5.1.3.3. Precautions are taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters.

5.1.4. Disinfection.

- 5.1.4.1. Public Works and Post Office/Courthouse Facilities: Perform disinfection using only EPA registered disinfectants or EPA registered disinfection devices.
- 5.1.4.2. Town Hall Facility: Perform disinfection using only Green Seal or the EPA's Safer Choice program registered disinfectants or EPA registered disinfection devices. (Unless other products are specifically allowed by the Contract Coordinator).
- 5.1.4.3. For cleaning operations that involve disinfection, the Custodial Provider shall:
 - i. Perform disinfection in areas or on surfaces where pathogens can collect and breed such as in restrooms or on door handles, bathroom faucets, and other fomites.
 - ii. Use disinfectants only where required.
 - iii. When using chemical disinfectants or cleaner/disinfectants, follow product label directions for preparation of disinfecting solutions (e.g., dilution rate), and the appropriate disinfecting and cleaning method for the area to be cleaned (e.g., dwell time and whether pre-cleaning is required).
 - iv. Use restroom cleaning equipment specifically for restroom cleaning only. Restroom cleaning equipment, except powered equipment, shall not be used to clean any other areas of the building.

5.1.5. Trash, Recycling and Compost.

The Custodial Provider shall support our efforts to minimize the use of plastic garbage bags and keep recyclables materials out of the trash dumpster whenever possible. The Custodial Provider shall ensure that:

- 5.1.5.1. Trash and recycling areas are kept clean and free of food particles and debris.
- 5.1.5.2. Trash and recycling containers are emptied and returned to their appropriate locations. Soiled or torn liners are replaced with a new liner. Containers are cleaned with warm water and disinfectant soap to deodorize and remove non-permanent stains and soil from interior and exterior. Dry containers before reinstalling liners and replacing them.
- 5.1.5.3. Trash and recycling are disposed of in the appropriate containers outside the building.
 - i. Trash dumpster doors are closed when not in use. Garbage bags are firmly tied closed and not left outside the dumpster.
 - ii. All mixed recycling is deposited into the rolling recycling carts outside the building. If recycling bags have non-recyclable items in them, they should be disposed of in the trash dumpster. Plastic bags should not be placed in the outdoor recycling bins.
 - iii. All corrugated cardboard is flattened and placed in the marked cardboard container outside the building.
- 5.1.5.4. Town Hall Facility: Empty all compost containers into the covered compost bin outside the building. Do not empty containers with visibly unacceptable materials into the bin. Liners should be replaced as needed (at least once a week). Plastic liners may be used for compost containers but only compost can go into the outside bins. Do not place plastic bags into compost bins.

5.1.6. Graffiti.

The provider shall notify Contract Coordinator if graffiti is found on the premises. Because certain types of graffiti require a police report and must be documented before removal, the Custodial Provider should consult with the Contract Coordinator on how to proceed. In general, graffiti should be removed as quickly as possible after notifying the Contract Coordinator. If graffiti will not come off, the Contract Coordinator shall be notified immediately.

5.2. Basic Service Responsibilities.

5.2.1. Non-carpeted Floor Maintenance.

The Custodial Provider shall:

- 5.2.1.1. Sweep, vacuum, or dust mop to remove and contain particulate matter to leave the floor surfaces uniformly clean of all dust, surface dirt, and debris. Brooms and dust mops shall be free of any oily compounds. Dust mop heads should be cleaned/changed every week.
- 5.2.1.2. Damp mop using a clean mop and clean water with approved cleaning agent for its designated use and per manufacture's application methods to clean uncarpeted floors. Damp mopping shall leave the floor clean and free from streaks, standing water, non-permanent stains, and film. Scrub heavily soiled areas, as needed, to remove heavy soil stains and foot traffic marks.

There shall be no splashes left on walls, baseboards, furniture, and other adjacent surfaces. The cleaning solution should be strong enough to remove soil but not the floor finish. Mop heads should be cleaned nightly and changed weekly.

5.2.2. Carpet and Rug Maintenance.

The Custodial Provider shall:

- 5.2.2.1. Vacuum to remove all dust and loose and imbedded dirt for their full depth. If necessary, spot clean using a dry cleaner or spot remover to leave the carpet or rug clean of spots and stains. Areas not accessible with beater brush/agitator type vacuum cleaner will be cleaned with a wand attachment or a portable vacuum.

5.2.3. Glass Cleaning.

The Custodial Provider shall:

- 5.2.3.1. Spot clean glass using approved products and methods leaving glass transparent and free of streaks, smudges, and handprints.
- 5.2.3.2. Clean glass using approved products and methods leaving glass transparent and free of streaks, smudges, and handprints. All dirt, grease, debris, and foreign materials should be removed from glass.

5.2.4. Dispensers.

The Custodial Provider shall:

- 5.2.4.1. Refill all dispensers, including paper towel, soap, hand sanitizer, period product, toilet seat liners and toilet paper, and replace batteries in dispensers as needed. Batteries for dispensers in the Public Works buildings are provided by the Town and are accessible in the Public Works Contract Manager's and Facilities Supervisor's office.

5.3. Elective Service Responsibilities.

5.3.1. Machine scrub floors to remove stains and restore uniform appearance to floors.

- 5.3.1.1. Provide reasonable notice to building management prior to the commencement of non-routine floor cleaning operations. The timing and method of the notice shall be established by building management in consultation with the Custodial Provider.
- 5.3.1.2. Perform periodic maintenance only if sufficient floor finish exists on the floor surface to protect the underlying flooring from being degraded during the restoration process.
- 5.3.1.3. When floor restoration chemicals are used, apply with mop-on or auto-scrubber methods rather than spray application.
- 5.3.1.4. Use burnishing or buffing equipment with controls or other devices sufficient for capturing and collecting particulates generated during the use of the equipment.

5.3.2. Deep clean carpets and rugs.

- 5.3.2.1. Provide reasonable notice to the Contract Coordinator prior to the commencement of non-routine carpet cleaning operations. The timing and method of the notice shall be established by the Contract Coordinator in consultation with the Custodial Provider.
- 5.3.2.2. Perform carpet extraction on an as-needed basis to restore carpets to a clean appearance, at least twice per year.
- 5.3.2.3. Remove sufficient water from the carpet and provide sufficient airflow (e.g., use of blowers, increased outdoor air exchange) so that the carpet will dry in less than 12-hours when cleaning carpets or performing carpet extraction.
- 5.3.2.4. Schedule carpet extraction to coincide with a period of minimum building occupancy.

5.3.3. Glass Cleaning.

- 5.3.3.1. Provide reasonable notice to building management prior to the commencement of non-routine glass cleaning operations. The timing and method of the notice shall be established by building management in consultation with the Custodial Provider.
- 5.3.3.2. Clean glass using approved products and methods leaving glass transparent and free of streaks, smudges, and handprints. All dirt, grease, debris, and foreign materials should be removed from glass.

5.4. Service Provider Performance Standards.

5.4.1. Accountability.

Contractor agrees to conduct themselves in a professional manner that promotes a safe, healthful, inclusive, sustainable, 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. 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 cancellation of contract.

5.4.2. Contract Coordination and Inspection.

The overall primary Contract Coordinator for this contract is Mack Howell, Town of Chapel Hill Facilities Manager. Mack may be reached at 919-969-5120 or by email at mhowell@chapelhillnc.gov. An additional contact list of necessary staff will be shared with the Contractor after the contract is awarded.

The Contractor will maintain a 24-hour telephone answering service and provide contact within one (1) 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 Custodial Provider shall email the Contract Coordinator a minimum of once weekly to coordinate any service concerns and shall be available for building inspections with the Facility Contract Coordinator at any time during normal operating hours.

5.4.3. Complaints and Responses.

The Custodial Provider shall correct all complaints and respond to requests for services within 24-hours, or sooner, as deemed necessary by the Facility Contract Coordinator. All complaints shall be investigated by the Custodial Provider during the same working day, when possible. Any complaint which cannot be corrected during the same working day for reasons beyond the Custodial Provider's control shall be communicated to the Contract Coordinator.

The Town reserves the right to deduct fees from Custodial Provider's monthly payment for deficient work, work not performed, and work which is not satisfactorily corrected within a reasonable period. Should the Town choose to deduct part of the monthly fee, the Custodial Provider will be notified of the reason for, and the amount of the deduction in writing within three business days of the incident.

Deductions for poor service or omitted services will be calculated by the Facility Contract Coordinator based on the impact that the service failure has on the facility. If service failures require the Contract Coordinator to obtain the services from within its own staff or from another source, costs for these services will be charged to the Custodial Provider and deducted from its next pay request.

5.4.4. Security.

The Contract Coordinator for each facility will provide keys and access control badges to the Custodial Provider and the Custodial Provider will be required to sign upon receipt for the key(s) and badges. The Town will duplicate keys at the Custodial Provider's expense, and the Custodial Provider will not be allowed to duplicate any keys for any reason. The Custodial Provider will immediately report any lost, stolen or misused keys or access control badges. If the contract is terminated, the Custodial Provider is to return all keys and access control badges immediately.

The Custodial Provider will be responsible for securing the facility as they leave or at specified times.

5.4.4.1 Public Works Campus: The doors lock automatically after regular business hours and are to remain locked after regular business hours.

5.4.4.2 Post Office and Courthouse Facility: The lobby main doors shall be inspected each night after 9:00 PM to ensure the lobby is secure. Post Office Courthouse Lobby doors lock automatically at 9:00 PM through the access control system.

5.4.4.3 Town Hall: This building has a combination of manually locked doors and automatic locks throughout the facility. The Custodial Provider will be required to ensure that all manual locking exterior doors remain locked while performing work and are secured before leaving the facility.

Any problems occurring on the premises which are reported to the police by the Custodial Provider, are also to be reported to the Contract Coordinator.

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

5.4.5. Custodial Provider's Personnel.

5.4.5.1. The Custodial Provider must maintain and provide to the Facility Contract Coordinator an up-to-date list of employees who are working at the facilities, updated as necessary.

5.4.5.2. The Custodial Provider 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.

5.4.6. Custodial Provider's Supervision of Employees

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

- i. They shall be of good integrity and character.
- ii. 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.
- iii. 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 Custodial Provider will present the results of a criminal records search for employees (going back ten years) to the Contract Coordinator. This will be done annually.

- iv. 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.
- v. 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 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.
- vi. They shall not open drawers, file cabinets, turn on any computers or use other office equipment or Town property.
- vii. They shall not leave keys in doors or admit anyone into the building or office who is not a designated employee of the Custodial Provider. Authorized Town employees will have their own keys and Town ID card to show. All doors, which 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.
- viii. They shall not engage in idle or unnecessary conversation with Town employees, other employees of the Custodial Provider, tenants or visitors to the building.
- ix. They shall not remove any article or materials from the premises, regardless of its value or regardless of any employee's permission.

5.4.6.2. Upon written request of the Contract Coordinator to the Custodial Provider, any Custodial Provider'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.

5.5. Equipment and Supplies.

- 5.5.1.** The Custodial Provider shall provide all equipment, paper products, hand liquid or foam soap, hand liquid or foam sanitizer, and cleaning supplies (adequate in kind, quantity and quality) for professionally performing these services in a manner that is satisfactory to the Contract Coordinator. The Custodial Provider's total array of cleaning products shall be consistent with the stated intention of facilitating the certificate of the Operations and Maintenance of the building.
- 5.5.2.** The Custodial Provider shall use paper products that have at least 50% post-consumer recycled content and the paper towels shall be bleach-less. In addition, the Town requires that all toilet tissue that is used to be two-ply.
- 5.5.3.** The Custodial Provider and Contract Coordinator will agree upon a location within the facility designated for extra supplies.
- 5.5.4.** The Custodial Provider will provide the Contract Coordinator with a detailed list of all products used, their proposed use, and two (2) copies of each product Safety Data Sheet (SDS) before the commencement of work. One copy will be for the Contract Coordinator and one for the janitorial storage area. All products must be

approved by the Contract Coordinator, and the Custodial Provider must use only the approved products for their designated uses and per manufacture's application methods and time of product on the surface per label. Specific products may be required to clean specific surfaces.

- 5.5.5.** All products (chemicals) shall be kept in a properly labeled container and a SDS kept on each item. There will be a clearly marked SDS notebook in the janitorial closet. Any changes/deletions/additions to the product list will require Contract Coordinator notification, and one (1) copy of the SDS for new products provided to the Contract Coordinator.
- 5.5.6.** The Custodial Provider shall keep all janitor closets, storage rooms and other space 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 Custodial Provider will receive one (1) written warning from the Contract Coordinator and given three (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.
- 5.5.7.** All mop heads must be kept in a condition that are 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.
- 5.5.8.** Vacuum cleaners must meet, at a minimum, the Carpet and Rug Institute Green Label Program requirements and shall operate at a sound level of less than 70 decibels. Carpet extraction equipment must meet at a minimum the Carpet and Rug Institute Bronze Seal of Approval. Powdered floor maintenance equipment must be equipped with controls or other devices for capturing and collecting particulates and shall operate at a sound level less than 70 decibels.
- 5.5.9.** Custodial Provider will maintain working paper, soap, and hand sanitizer dispensing hardware.
- 5.5.9.1 If the Custodial Provider wishes to switch out dispensers it must first be approved by the Contract Coordinator and at no additional cost to the Town. If hardware is broken and unable to be repaired, Custodial Provider will replace the hardware which will become property of the Town of Chapel Hill.
- 5.5.9.2 Public Works Campus: Current hardware.
- Soap - GoJo Foam Wall Dispenser
 - Pumice Hand Cleaner – Gojo Natural Orange Manual Dispenser
 - Jumbo Double Roll Toilet Paper Dispensers
 - Paper Towel – Georgia-Pacific enMotion
 - Hand Sanitizer – Betco Clario Hands Free
- 5.5.9.3 Town Hall: Current Hardware.
- Soap - Foam Wall Dispenser

- Single Roll Toilet Paper Dispensers
- Paper Towel – tri-fold
- Hand Sanitizer – Betco Clario Hands Free

6. Service Provider Requirements.

- 6.1. The Company shall have been in business in the commercial janitorial service contracting business for a minimum of three (3) years in North Carolina.
- 6.2. Billing shall be done on a timely basis. The Custodial Provider shall submit monthly invoices for work completed in the previous month with the purchase order number clearly shown on the invoice to Accounts Payable (accountspayable@chapelhillnc.gov).
- 6.3. Custodial Provider shall be responsible for services provided by any subcontractor as if the Company were providing the service within its own organization. The Town will not differentiate between the Custodial Provider, the Custodial Provider's employees, or subcontracted employees. No portion of the work covered by these specifications can be subcontracted or assigned without prior approval of the Facility and Town Contract Manager. Requests to subcontract all or any portion of services required by this Contract will be submitted in writing to the Town Contract Manager.
- 6.4. The Custodial Provider shall be issued building keys, access control badges, and alarm codes, where applicable, for the performance of services as specified herein. A lost or stolen key jeopardizes the security of Town facilities, and the Custodial Provider shall be solely responsible for all costs incurred by the Town rekeying the lock system. No keys shall be duplicated, shared, or loaned out.
- 6.5. The Custodial Provider must assign a specific individual as the Company's Contract Manager. The Custodial Provider, via the assigned Contract Manager, shall be responsible for, but not limited to the following:
 - 6.5.1. Adherence to schedules
 - 6.5.2. Completion of basic and elective tasks (as applicable)
 - 6.5.3. Maintenance or replacement of cleaning equipment
 - 6.5.4. Notifying Town's Contract Manager of any personnel changes and providing background checks
 - 6.5.5. Training new personnel
 - 6.5.6. All cleaning supplies and paper products
 - 6.5.7. Providing SDS information for all products used
 - 6.5.8. Contract Manager shall possess cleaning supervisory experience, be fully and adequately trained and have full working knowledge of cleaning and supervision.

7. Town Responsibilities.

- 7.1. The Town shall designate a staff point of contact with the Custodial Provider at the start of the service contract. This point of contact will serve to address any Company concerns or needs for completing the outlined service responsibilities. At minimum, each Facility

Contract Coordinator, or his designee, will attend quarterly scheduled meetings with the Custodial Provider's Contract Manager and site supervisors.

7.2. The Town shall facilitate any requests for meetings with additional Town staff.

Section 4 – 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 60 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 RFP:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Signature

Printed Name

Date

Form 3: Pricing (Page 1 of 4)

Provider shall list pricing based on the requirements and terms listed in this RFP. This form is required to be considered a responsive Proposal.

All costs associated with the Services including taxes, fees, labor, materials, and equipment must be included in this form for the service dates from January 1, 2027 – December 31, 2031.

1. Public Works Campus and Post Office/Courthouse.

A. Basic Services.

Basic Services – Total Annual Cost	Year One – Total Annual Cost 01/1/27-12/31/27	Optional Renewal – Year Two 01/1/28-12/31/28	Optional Renewal – Year Three 01/1/29-12/31/29	Optional Renewal – Year Four 01/1/30-12/31/30	Optional Renewal – Year Five 01/1/31-12/31/31
Includes: Daily, Weekly, Twice Monthly, Monthly, and Quarterly Tasks					

Form 3: Pricing (Page 1 of 4)

B. Elective Services.

Companies are not required to provide pricing for the following services.

For each line, either provide the Total Annual Cost including taxes, fees, labor, materials, and equipment or mark the line as NI for Not Interested.

Elective Services – Total Annual Cost	Year One – Total Annual Cost 01/1/27-12/31/27	Optional Renewal – Year Two 01/1/28-12/31/28	Optional Renewal – Year Three 01/1/29-12/31/29	Optional Renewal – Year Four 01/1/30-12/31/30	Optional Renewal – Year Five 01/1/31-12/31/31
Semi-annual (twice yearly) machine strip, wax, and buffing of VCT floors in locker rooms, kitchens, breakrooms, offices, hallways, NAPA offices, technology and server rooms and scrubbing of slate tiles in PW1 lobby.					
Semi-annual (twice yearly) deep cleaning of carpet and rugs.					
Annual (once yearly) deep cleaning of upholstered chairs including office chairs.					
Annual (once yearly) glass cleaning of all interior building glass.					

Form 3: Pricing (Page 3 of 4)

2. Town Hall Facility.

A. Basic Services.

Basic Services – Total Annual Cost	Year One – Total Annual Cost 01/1/27-12/31/27	Optional Renewal – Year Two 01/1/28-12/31/28	Optional Renewal – Year Three 01/1/29-12/31/29	Optional Renewal – Year Four 01/1/30-12/31/30	Optional Renewal – Year Five 01/1/31-12/31/31
Includes: Daily, Weekly, Twice Monthly, Monthly, and Quarterly Tasks					

Form 3: Pricing (Page 4 of 4)

B. Elective Services.

Companies are not required to provide pricing for the following services.

For each line, either provide the Total Annual Cost including taxes, fees, labor, materials, and equipment or mark the line as NI for Not Interested.

Elective Services – Total Annual Cost	Year One – Total Annual Cost 01/1/27-12/31/27	Optional Renewal – Year Two 01/1/28-12/31/28	Optional Renewal – Year Three 01/1/29-12/31/29	Optional Renewal – Year Four 01/1/30-12/31/30	Optional Renewal – Year Five 01/1/31-12/31/31
Semi-annual (twice yearly) machine strip, wax, and buffing of VCT floors in kitchens, breakrooms, hallways, and AV Studio.					
Semi-annual (twice yearly) deep cleaning of carpet and rugs.					
Annual (once yearly) deep cleaning of upholstered chairs including office chairs.					
Annual (once yearly) glass cleaning of all interior building glass.					

Form 4 - Compliance Or Exception to Terms and Conditions

Please check ONE option:

☐ Company agrees and shall comply with all terms and conditions of this RFP.

☐ 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 proposal non-responsive.:

Firm Name (Print)

Title

Authorized Signature

Date

Form 5 - 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 6 - 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 in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Title

Date

Section 5 – Proposal Content

1. Proposal Components.

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

- 1.1. Cover letter stating intentions of the proposal and why your company should be considered for contract award.
- 1.2. Completion of all Section 4 – Forms.
- 1.3. Proposed Solution in order of the Proposal Requirements listed below.

2. Vendor Proposal Requirements.

Company proposals must clearly demonstrate the required qualifications, expertise, competence, and capability of the vendor. Please include completed answers organized accordingly.

2.1. Organizational Overview.

- 2.1.1. Please describe your organizational structure and provide a brief history.
- 2.1.2. Include the key team members' names and credentials who will be working under the Town's contract. Include a brief description of their qualifications, current job functions, proposed roles, and how they will work with the Town of Chapel Hill. Resumes can be attached to the back of the proposal.
- 2.1.3. Provide three similar projects or services you have performed in the last five years.
 - 2.1.3.1. Provide the total dollar amount of the contract and length of term.
 - 2.1.3.2. List the services provided, describe how the project was managed over the life of the contract.
 - 2.1.3.3. Provide the contact information for the project manager in charge of the contract.
- 2.1.4. Describe the contractual relationships, including subcontractors and joint ventures with organizations necessary to your proposal's implementation.
- 2.1.5. Describe the hiring and onboarding process for new employees.

2.2. Service Coordination and Collaboration Plan.

- 2.2.1. Please provide a Project Plan that effectively meets the overall needs of the services requested.
- 2.2.2. Describe the approach the company will take to oversee and manage the services needed including a proposed schedule.
- 2.2.3. List the various services that will be provided and describe the resources, including labor and equipment, that will be dedicated to managing those services.
- 2.2.4. Describe the suggested process, including response times, for resolving issues or problems that are submitted to the Company's Contract Manager.

- 2.2.5. Describe the evaluation process that is used to determine facility cleanliness and staff performance.
- 2.2.6. Describe the process that Company staff use if there is an issue that occurs while they are on-site.
- 2.2.7. Identify any services that your company offers that would apply to this project that were not listed or identified in the Scope of Work.

Section 6 – Evaluation of Proposals

1. Proposal Evaluation.

Responses to the RFP will be evaluated based on:

- 1.1. Company Experience
- 1.2. Project Understanding
- 1.3. Project Approach
- 1.4. Cost Effectiveness

Attachment A – 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

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

Attachment B – Detailed Tasks and Service Frequency

Public Works Campus, Post Office and Courthouse Facility Basic Services

Daily
Exterior and Interior of Building
Sweep and remove debris from outside entrances, sidewalks, patios, terraces, and steps immediately adjacent to the building to a distance of at least twenty feet from outside the door.
Empty all exterior waste bins located within 20 feet of all entry/exit doors and deposit in appropriate outside dumpster or recycling bins.
Change trashcan liners as needed.
Remove graffiti, gum, spills, etc. from the entrance areas.
Interior of Building
Inspect and clean recycling/trash areas daily, including collection containers. Clean and disinfect containers as needed.
Flatten all corrugated cardboard and place in marked cardboard dumpster outside the building.
Spot clean visible spills, food, and drips from walls, base boards, ledges, doors, handles, and knobs.
Clean under raised vending machines, paper racks, and tables.
Lobby and Entrances
Sweep and damp mop floor.
Vacuum floor mats daily or more frequently as required to prevent migration of contaminants into building.
Clean and disinfect drinking fountains; clean exterior.
Clean entry doors glass below 8 feet.
Spot clean interior glass below 8 feet.
Damp wipe horizontal surfaces.
Empty recycling/trash containers. Change liners. Clean and disinfect containers as necessary.
Public and Staff Restrooms <i>(Perform restroom cleaning from high to low, toward the doorway, with dry cleaning tasks performed prior to wet cleaning operation)</i>
Clean and disinfect frequently touched surfaces, including all door knobs, light switches, paper towel and bath tissue dispensers, etc.; clean and disinfect more frequently as traffic requires.
Control and remove standing moisture from floor and bathroom surfaces in a timely manner. Notify building contact of recurring problem areas
Clean and disinfect all toilets and urinals.
Clean and disinfect all sinks, mirrors, counters, and shower areas.
Clean and disinfect all diaper tables.
Sweep and wet mop floors with disinfectant cleaner.
Remove all graffiti, smudges, and marks from partitions, walls, and doors.
Pull bathroom liners for trash cans and sanitary receptacles daily at a minimum and disinfect the trash receptacles.

Restock supplies. Furnish sufficient quantities to last all day and evening, including replenishment during the day. Replace bath tissue and paper towels if roll is more than 3/4 empty. Keep soap dispensers unclogged. Replace batteries as needed.
Kitchens
Clean and disinfect all tables, counters, sinks, faucet handles, drinking fountains, and other surfaces used for food preparation and consumption daily.
Wipe chairs.
Vacuum and spot clean carpet.
Damp-mop any uncarpeted floors and remove stains as needed.
Spot clean exterior of refrigerator and other appliances.
Empty used waste containers once per day. Clean and disinfect daily.
Empty used recycling containers into the recycling bins outside the building. Do not place plastic bags into the recycling bins. Clean and disinfect as needed.
Office Areas
Vacuum and spot clean carpet.
Clean and disinfect doorknobs, and light switches
Empty trash and recyclable materials and replace liners as needed.
Spot clean doors/casings and interior glass below 8 feet.
General Public Areas
Vacuum and spot clean heavy traffic areas including rugs daily.
Wipe down all court room benches.
Vacuum and spot clean as needed to maintain cleanliness in light traffic areas.
Empty trash and replace liners as needed.
Empty recycling containers as needed.
Spot clean interior glass below 8 feet.
Hallways
Vacuum and spot clean carpets, mats, and runners.
Sweep and damp mop all non-carpeted areas.
Spot clean interior glass below 8 feet.
Clean and disinfect frequently touched surfaces, including bannisters, doorknobs.
Meeting Rooms
Vacuum and spot clean carpet as needed.
Spot clean walls, interior windows, and doors as needed.
Clean and disinfect tabletops.
Weekly
Interior of Building
Empty all mixed recycling containers into rolling recycling carts outside the building or when full. Do not place plastic bags in recycling bins.

Dust and remove cobwebs from around windows, corners and ledges as needed (including, stairwell ledges, railings, doors, window and ledges, offices, and entrances areas.)
Lobby and Entrances
Clean all glass partitions, glass walls, glass doors, and glassed-in areas in entrance foyer.
Wet mop floors.
Clean and disinfect tabletops and counters.
Dust horizontal surfaces less than 6 feet high.
Spot clean walls.
Restrooms and Locker Rooms
Clean partitions and walls.
Scrub floors.
Clean showers and shower doors/curtains
Pour hot water into restroom floor drains to prevent sewer odors.
Kitchens, Breakrooms, and Ice Machine Enclosure
Clean, disinfect, and dust all horizontal and vertical surfaces, including countertops, tabletops, and windowsills.
Pour hot water into kitchen floor drains to prevent sewer odors.
Workrooms and Office Areas
Vacuum and spot clean carpet in offices.
Thoroughly dust all horizontal surfaces and windowsills.
Spot clean walls.
Meeting Rooms
Dust horizontal surfaces, including tables and windowsills.
Biweekly
Exterior of Building
Remove all posters, flyers, etc. from the Post Office front entrance.
Twice Monthly
Workrooms and Office Areas
Damp-wipe horizontal surfaces
Damp-wipe vertical surfaces.
General Public Areas
Dust horizontal and vertical surfaces more than 6' high.
Stairs, and Hallways
Wet mop all non-carpeted areas.
Highspeed buff vct flooring at Public Works.
Monthly
General Public Areas and Meeting Rooms

Damp -wipe horizontal and vertical surfaces.
Vacuum upholstered chairs.
Damp-wipe un-upholstered chairs (including vinyl chairs).
Thoroughly dust all horizontal surfaces over 6' high, including tops of shelving units.
Vacuum or dust ceiling/wall vents, air returns, blinds, lights, etc.
Yearly
Interior of Building
Clean both sides of all interior glass.
Clean both sides of all lobby glass (up to 10 feet). This includes the interior and exterior glass.

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

Town Hall Cleaning:

The Contractor must provide the following services, as the schedule specifies.

Daily
Exterior of Building
Sweep and remove debris from outside entrances, sidewalks, patios, terraces, and steps immediately adjacent to the building to a distance of at least fifteen feet from outside the door.
Change trashcan liners as needed.
Remove graffiti, gum, spills, etc. from the entrance areas.
Interior of Building
Inspect recycling/trash/compost areas daily, including collection containers. Clean and disinfect containers as needed.
Flatten all corrugated cardboard and place in marked cardboard dumpster outside the building.
Spot clean visible spills, food, and drips from walls, base boards, ledges, doors, handles, and knobs.
Clean under raised vending machines, paper racks, and tables.
Lobby and Entrances
Sweep and damp mop floor.
Vacuum floor mats daily or more frequently as required to prevent migration of contaminants into building.
Clean and disinfect water fountains; clean exterior.
Clean entry doors glass below 8 feet.
Spot clean interior glass below 8 feet.
Damp wipe horizontal surfaces.
Empty recycling/trash/compost containers. Change liners as needed (at least once a week). Clean and disinfect containers as necessary.
Restrooms <i>(Perform restroom cleaning from high to low, toward the doorway, with dry cleaning tasks performed prior to wet cleaning operation)</i>
Clean and disinfect frequently touched surfaces, including all door knobs, light switches, paper towel and bath tissue dispensers, etc.; clean and disinfect more frequently as traffic requires.
Control and remove standing moisture from floor and bathroom surfaces in a timely manner. Notify building contact of recurring problem areas
Clean and disinfect all toilets and urinals.
Clean and disinfect all sinks, mirrors, counters, and shower areas.
Clean and disinfect diaper table in the family restroom.
Sweep and wet mop floors with disinfectant cleaner.
Remove all graffiti, smudges, and marks from partitions, walls, and doors.

Pull bathroom liners for trash cans and sanitary receptacles daily at a minimum and disinfect the trash receptacles. Place paper towel waste into compost bins outside the building. Plastic bags may be used as liners but cannot be put into compost bins – paper towels must be dumped directly into the bins.
Restock supplies. Furnish sufficient quantities to last all day and evening, including replenishment during the day. Replace bath tissue and paper towels if roll is more than 3/4 empty. Keep soap dispensers unclogged. Replace batteries as needed.
Staff and Meeting Room Kitchens
Clean and disinfect all tables, counters, sinks, faucet handles, drinking fountains, and other surfaces used for food preparation and consumption daily.
Wipe chairs.
Vacuum and spot clean carpet.
Damp-mop any uncarpeted floors and remove stain as needed.
Spot clean exterior of refrigerator and other appliances.
Empty used waste containers once per day. Clean and disinfect daily.
Empty used recycling containers into the recycling bins outside the building. Do not place plastic bags into the recycling bins. Clean and disinfect as needed.
Empty all compost containers into the covered compost bin outside the building. The liners should be replaced as needed (at least once a week). Plastic liners may be used for compost containers but only compost can go into the outside bins. Do not place plastic bags into compost bins. Clean and disinfect containers as needed.
Staff Workrooms and Office Areas
Vacuum and spot clean carpet in workrooms.
Clean and disinfect tables, countertops, desks, keyboards, phones, doorknobs, and light switches
Empty trash and replace liners as needed.
Empty all compost containers into the covered compost bin outside the building. The liners should be replaced as needed (at least once a week). Plastic liners may be used for compost containers but only compost can go into the outside bins. Do not place plastic bags into compost bins. Clean and disinfect containers as needed.
Spot clean interior glass below 8 feet.
General Public Areas
Vacuum and spot clean heavy traffic areas daily.
Vacuum and spot clean as needed to maintain cleanliness in light traffic areas.
Empty trash and replace liners as needed.
Empty recycling containers as needed.
Empty all compost containers into the covered compost bin outside the building. The liners should be replaced as needed (at least once a week). Plastic liners may be used for compost containers but only compost can go into the outside bins. Do not place plastic bags into compost bins. Clean and disinfect containers as needed.

Spot clean interior glass below 8 feet.
Clean work room glass below 8 feet
Place any items left by patrons in the area designated by the Contract Coordinator
Stairs, Hallways, and Elevators
Vacuum and spot clean carpets, mats, and runners.
Sweep and damp mop all non-carpeted areas, including steps.
Spot clean interior glass below 8 feet.
Clean and disinfect frequently touched surfaces, including bannisters, doorknobs, and elevator buttons.
Meeting Rooms
Vacuum and spot clean carpet and chairs as needed.
Spot clean walls, interior windows, and doors as needed.
Erase whiteboards.
Clean and disinfect tabletops.
Weekly
Interior of Building
Empty all mixed recycling containers into rolling recycling carts outside the building or when full. Do not place plastic bags in recycling bins.
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.)
Lobby and Entrances
Clean all glass partitions, glass walls, glass doors, and glassed-in areas in entrance foyer.
Wet mop floors.
Clean and disinfect tabletops and counters.
Dust horizontal surfaces less than 6 feet high.
Spot clean walls.
Restrooms
Clean partitions and walls.
Scrub floors.
Pour hot water into restroom floor drains to prevent sewer odors.
Staff and Meeting Room Kitchens
Dust all horizontal and vertical surfaces, including windowsills.
Pour hot water into kitchen floor drains to prevent sewer odors.

Staff Workrooms and Office Areas
Vacuum and spot clean carpet in offices.
Thoroughly dust all horizontal surfaces and windowsills.
Thoroughly dust all vertical surfaces of desks, file cabinets, chairs, tables, book stacks, and workspace partitions.
Spot clean walls.
General Public Areas
Clean and sanitize all tables.
Thoroughly dust all horizontal surfaces less than 6' high, excluding canopies of children's shelving.
Thoroughly dust all vertical surfaces less than 6' high.
Spot clean walls, doors, and light switch plates.
Meeting Rooms Including Council Chambers
Dust horizontal surfaces, including windowsills.
Twice Monthly
Workrooms and Office Areas
Damp-wipe horizontal surfaces (including vinyl chairs).
Damp-wipe vertical surfaces.
General Public Areas
Dust horizontal and vertical surfaces more than 6' high.
Stairs, Hallways, and Elevators
Wet mop all non-carpeted areas.
Clean elevator tracks.
Monthly
Staff and Meeting Room Kitchens
Vacuum upholstered chairs.
General Public Areas
Damp -wipe horizontal and vertical surfaces.
Vacuum upholstered chairs.
Damp-wipe un-upholstered chairs (including vinyl chairs).
Thoroughly dust all horizontal surfaces over 6' high.

Quarterly
General Public Areas
Vacuum or dust ceiling/wall vents, air returns, blinds, lights, etc.
Check interior trash cans; clean out and disinfect as needed.
Clean and sanitize tabletops and chairs, but not computers, in all public computer stations.
Empty shredded paper into compost bins outside the building along with the rest of the compost. Do not place plastic bags into compost bins.
Semi-annual
Lobby and Entrances
Strip, wax, and buff all VCT flooring.
Public and Staff Restrooms
Machine scrub all ceramic tile flooring.
Offices, Stairs, Hallways, and Elevators
Clean all carpets and rugs throughout facility.
Machine scrub stairwells.
Yearly
General Public Areas
Deep clean all upholstered chairs in the general public areas.
Interior of Building
Clean both sides of all interior glass.
Clean both sides of 1 st and 2 nd floor lobby entrance glass (up to 10 feet). This includes the interior and exterior glass.

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