



NOTICE TO BIDDERS
INVITATION FOR BIDS
FOR
CONSUMABLE FLUIDS FOR TOWN OF CHAPEL HILL TRANSIT FLEET
TOWN OF CHAPEL HILL, NORTH CAROLINA

BID: P20-107

June 8, 2020

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals for the purchase of **CONSUMABLE FLUIDS** to be furnished to the Town of Chapel Hill, N. C., will be received by the Purchasing & Contracts Manager at **Town Hall, 405 Martin Luther King Jr. Boulevard, Chapel Hill, N. C. 27514, on Wednesday, June 24, 2020 at 10:00 A.M.**, at which time they will be publicly opened and read.

In lieu of a pre-bid conference, questions can be submitted in writing to kmcmillan@townofchapelhill.org until June 15, 2020 at 3:00 P.M.

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

The Town of Chapel Hill reserves the right to reject any and all bids and to accept the bid most favorable to the Town of Chapel Hill.

IFB FOR CONSUMABLE FLUIDS

Bid: P20-107, Town of Chapel Hill, North Carolina
June 8, 2020



INSTRUCTIONS TO BIDDERS
BID CONDITIONS AND REQUIREMENTS
FOR
CONSUMABLE FLUIDS FOR TOWN OF CHAPEL HILL TRANSIT FLEET

Questions Due:	Monday, June 15, 2020, 3:00 P.M.
Addendum Published:	Tuesday, June 16, 2020
Date and Time for Bid Opening:	Wednesday, June 24, 2020 10:00 A.M.
Location:	Town of Chapel Hill Outside- 1st Floor of Parking Deck 405 Martin Luther King Jr. Blvd. Chapel Hill, N. C. 27514

INSTRUCTIONS:

Bidders should read and understand the circumstances and procedures under which this proposal is let. Bidder's response to the proposal signifies acceptance of the obligations and rights specified herein.

Failure to respond to any requirements outlined in this request for proposal, or failure to enclose copies of the required documents, may disqualify the bid.

The Town of Chapel Hill intends to award one or more contracts for Consumable Fluids as described in this document. It is the Town of Chapel Hill's intent to execute contract awards to the lowest responsive/responsible bidder(s). The lowest responsive/responsible bidder(s) shall mean the bidder(s) who make(s) the lowest bid to provide the good set forth in the agreement and who is determined by the Town of Chapel Hill to be fit and capable to deliver the goods upon request and otherwise eligible for award.

All bids must be submitted on the forms supplied in section III and IV included herein. Bid forms must be completed in ink or typewritten and signed by an authorized representative of the company. Instructions for submission follow below.

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Any bid may be withdrawn up until the due date and time set for bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the items set forth in the Contract for Consumable Fluids during FY2021 until one or more of the bids have been duly accepted.

The bidder is advised that the information submitted on the required forms will be considered an integral part of the Contract executed with the successful bidder.

The submission of a bid from any interested Contractor is in and of itself evidence that the Contractor has (a) examined the Consumable Fluids Bid Letting Documents thoroughly, and (b) certifies it is capable of delivering the goods in accordance with the terms and conditions specified herein.

Submitting bids

All bids shall be valid for a period of at least 60 days, and submitted on the forms provided herein, in sealed envelopes with the designation: "**BID P20-107: Consumable Fluids for Town of Chapel Hill Transit**" marked on the exterior. Bids shall be addressed to:

Purchasing and Contracts Manager
Town of Chapel Hill
405 Martin Luther King Jr. Boulevard
Chapel Hill, NC 27514

The below listed forms/certifications are to be executed by each Offeror/Bidder and enclosed with the Bid. Bids received without these forms/certifications completed will not be considered.

QUESTIONS:

All questions, pertaining to the meaning or intent of the specifications or contract documents shall be submitted in writing to Kathryn McMillan at kmcmillan@townofchapelhill.org by 3:00 P.M. on Monday, June 15, 2020 with "**P20-107: Consumable Fluids**" in the subject line. Responses to the questions received will be published in the form of an addendum and will be posted on the Town's website at www.townofchapelhill.org on June 16, 2020. Questions received after 3:00 P.M. on June 15, 2020 will not be answered. Only questions answered by written addendum shall be binding. Oral and other interpretations or clarifications will be without legal effect. Bidders shall ascertain prior to submitting their bid that they have received all addenda issued and shall acknowledge their receipt where indicated on the proposal form.

BID OPENING:

The bid opening will be conducted at 10:00 A.M. on June 24, 2020 at Town of Chapel Hill, 405 Martin Luther King Jr. Boulevard, Chapel Hill, NC 27514. **In order to maintain social distancing requirements, the bid opening will be held outside, on the 1st Floor of the Parking Deck.**

BIDS WILL BE OPENED AT THE DATE AND HOUR AS STATED IN THIS PROPOSAL AND NO BID RECEIVED AFTER THE DATE AND HOUR AS SET FORTH HEREIN WILL BE ACCEPTED OR CONSIDERED.

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Sealed Bids shall be submitted on the forms furnished with the specifications, in an envelope addressed to the **Town Purchasing & Contracts Manager, Town Hall, 405 Martin Luther King Jr. Boulevard, Chapel Hill, NC 27514, and clearly marked "BID P20-107:CONSUMABLE FLUIDS FOR TOWN OF CHAPEL HILL TRANSIT"**. All bids shall be signed by an authorized official of the firm.

The contract (s) will be awarded after evaluation of all bids has been made. In the interest of suitability to the Town's needs and/or economy, equipment, furnishings, etc. other than the cheapest in price, may be selected.

IMPORTANT NOTICE: BIDDING DOCUMENTS TO BE RETURNED

To be considered responsive, the following forms, certificates and/or statements must be completed and submitted on or before the Submittal Deadline. Compliance with these requirements is mandatory for contract award.

- a. Rate Form completed with pricing for consumable fluids Bidder intends to deliver if requested (Paragraph III of this IFB)
- b. Vendor Information Sheet (Paragraph IV of this IFB)
- c. Non-Collusive Affidavit (Paragraph IV of this IFB)
- d. Compliance or Exception of Terms (Paragraph IV of this IFB)

Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.

I. General Conditions

Scope of Work: The resulting contractor(s) shall deliver, upon order by one of the specified ordering officials, on an FOB Destination basis, at the prices specified in the Rate Form, the consumable fluids specified in the bid. Goods shall be delivered to the Chapel Hill Transit (CHT) Parts Department at Chapel Hill Transit at 6900 Millhouse Road, Chapel Hill, NC 27516.

Contract Period: The resulting contract(s) will be for the period of July 1, 2020 through June 30, 2021. No optional periods of performance are envisioned.

Cancellation: This contract may be cancelled at any time by reason of unsatisfactory performance or other default of the Contractor upon thirty (30) days' prior written notice by the Town's Purchasing agent. Unsatisfactory performance by the contractor shall be defined as, any occasion when the Contractor fails to deliver goods conforming to the requirements specified in the bid as determined upon inspection by the CHT Maintenance Manager or his/her designee. Should one be required, a deficiency notice will spell out what is the exact nature of the discrepancy, the corrective action requested and specify a reasonable time schedule for correction of the deficiency.

Billing and Payment: Invoices shall be submitted to the Town for goods ordered, delivered, and accepted under the terms of the resulting Contract. The Contractor shall invoice and the Town shall pay the rates set forth herein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.

Schedule: Goods will be ordered on an as- needed basis by one of the specified ordering officials. Deliveries are generally expected within three to five business days after receipt of order or as otherwise specified by the ordering official. Should the specified delivery time not be achievable based upon availability, the contractor(s) shall immediately notify the CHT ordering official of the expected delivery date.

Ordering: The line item specified maximum quantities are estimates only. The Town of Chapel Hill envisions orders being placed throughout the period of performance as fluids are required. Orders will be placed by the specified CHT ordering officials at the prices included in the Rate Form (Paragraph III). The Town of Chapel Hill designates personnel with the following positional titles as authorized ordering officials: CHT Maintenance Manager and the CHT Parts Staff. Other ordering officials may be specified throughout the period of performance. Additional ordering officials, if needed, will be specified in writing.

Quantities: The resulting contractor(s) shall furnish to the Town of Chapel Hill, when and if ordered, the consumable fluids specified in this IFB. Quantities vary throughout the year and will be specified at the time of order.

Delivery: The Town of Chapel Hill requires all prices to be quoted on a Free on Board (FOB) Destination basis whereby the successful bidder delivers parts to the delivery location(s) specified by the ordering official. Delivery should be completed Monday through Friday between the hours of 8:00 am and 3:00 pm. The Contractor shall be responsible for the removal and disposal of any material and/or 55-gallon drums that does not meet this specification and all empty closed bung 55-gallon drums and grease kegs.

IFB FOR CONSUMABLE FLUIDS

II. SPECIFICATION FOR CONSUMABLE FLUIDS

1.0 GENERAL

It is the intent of this specification to describe the minimum acceptable criteria for the procurement and delivery of multi-grade engine oil(s), hydraulic oil(s), gear lube(s), grease and coolant, to be used in 2 cycle and 4 cycle diesel engines, heavy duty transit bus chassis and suspensions powering buses in the provision of transit services to the public for the period July 1, 2020 through June 30, 2021. Bids containing re-refined oil will not be accepted.

2.0 REQUIREMENTS FOR ENGINE OILS, HYDRAULIC OILS, GEAR LUBE. GREASE AND COOLANT

The multi-grade engine oil(s) shall **meet or exceed** the following requirements and performance criteria:

15W40 Synthetic Blend Motor Oil

Multi-grade motor oil meeting the performance and warranty requirements of virtually all diesel and gasoline manufactures, including Detroit Diesel and Cummins. Must be an API licensed product.

Meet or exceed API CK-4 requirements and are suitable for use in the latest 2015 EPA compliant low emission engines which employ advanced exhaust after treatment devices such as Diesel Particulate Filters (DPF) with or without Diesel Oxidation Catalysts (DOC), increased rates of Exhaust Gas Recirculation (EGR) and Selective Catalytic Reduction (SCR)

API Service Classification:CK-4,CJ-4, CI-4, CH-4, CF-4, CF, SL. Allison C-4; Caterpillar ECF-1; Caterpillar TO-2, Cummins CES 20078, Detroit Diesel specification - 7SE-270 (15W-40). Licensed by the American Petroleum Institute for the CK-4 category and in addition API Service Classification: CJ-4, CI-4 Plus, CI-4, CH-4, CG-4, CF-4, SL, SJ. Allison C-4, Caterpillar ECF-1, Cummins CES 20078, Cummins 20077, Cummins 20076. Minimum Total Base Number accepted 9.4

5W30 Motor Oil Synthetic

Multigrade motor oil meeting the performance and warranty requirements of a broad range of passenger and light truck gasoline engines, including late model Fords, Chryslers and General Motors. Must meet Dexos2.

API Service Classification GF-5 CI-4, Ch-4, CG-4, CF-5, CF, SL, SN

5W20 Motor Oil Synthetic Blend

GF-5 Multigrade motor oil meeting the performance and warranty requirements of a broad range of passenger and light truck gasoline engines, including late model Fords, Chryslers and General Motors.

API Service Classification GF-5, Ford M2C929A

Synthetic Allison Transmission Fluid

- Must be delivered in bulk to tanks located at CHT

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- Must have an Allison Approval #
- Must be approved or recommended for the following: Allison TES-295, Allison TES -468, ZF TE-ML,14A,14B,14C. Caterpillar AT-1, MAN 339Z3, MB 236.91
- Must be listed on Allison Website as an approved product for use

Hydraulic Oil AW ISO 32

Premium Antiwear Hydraulic Oil 5,000 Hr Min

Designed for piston, gear, or vane pumps used in high pressure, high speed industrial and mobile hydraulic systems.

Typical Inspection Test: Pour point: oC (oF) -27 (-17) Viscosity: cSt @40oC.....32

Must meet DIN 51524 -1 HLP

Hydraulic Oil AW ISO 46

Premium Antiwear Hydraulic Oil 5,000 Hr Min

Designed for piston, gear, or vane pumps used in high pressure, high speed industrial and mobile hydraulic systems.

Typical Inspection Test: Pour point: oC (oF) -30 (-22) Viscosity : cSt @40oC...(46)

Must meet DIN 51524 -1 HLP

Multipurpose Automotive Gear Lubricant, API GL-5

SAE Grade 85W/140

Thermally stable and thermally durable multipurpose extreme pressure automotive gear lubricant.

API Service GL-5, MT-1 Mack GO-J SAE J 2360 MIL –PRF-2105E Rockwell (Timken Axle) O-76-A (SAE 85W-140) And O-76-D (SAE 80W-90) Axles with limited-slip differentials Hypoid gear sets Manual transmissions (where an API GL-5 gear Lubricant is recommended.)

Multipurpose Automotive Gear Lubricant, API GL-5 SAE Grade 80w90

Thermally stable and thermally durable multipurpose extreme pressure automotive gear lubricant.

- API Service GL-5, MT-1
- Ford M2C197-A (SAE 80W-90)
- SAE J 2360
- MIL-PRF-2105E
- Rockwell (Timken Axle) O-76-A (SAE 85W-140) and O-76-D (SAE 80W-90)
- Axles with limited-slip differentials
- Hypoid gear sets

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- Manual transmissions (where an API GL-5 gear lubricant is recommended)

Multipurpose Lithium Complex Grease Must Meet GC-LB

A multipurpose extreme pressure grease designed for use in a Wide range of automotive and industrial applications. Multipurpose Lithium Complex EP Grease NLGI Grade #2

- NLGI Automotive Service Classification
- GC-LB (ASTM D4950)
- 50 lb Timken OK Load rating

Premium Multipurpose Lithium Complex Grease Must Meet GC-LB

A multipurpose extreme pressure grease designed for use in a wide range of automotive and industrial applications.

- Premium Lithium Complex EP Grease NLGI Grade #2
- NLGI Automotive Service Classification
- GC-LB (ASTM D4950)
- 80 lb Timken OK Load rating

Antifreeze Technical Specifications

The contractor shall be able to provide both virgin antifreeze, capable of maintaining satisfactory transit operations for CHT Transit buses and Support Vehicles.

New antifreeze shall be formulated to meet or exceed the following antifreeze specifications and/or recommended practices:

The antifreeze shall:

- Be compatible will all other SCA Coolants
- Purple
- At 50/50 premix provide freeze protection down to -34 degrees F
- Be a phosphate and silicate free formula
- Fully formulated – SCA pre-charged

Antifreeze must be able to be delivered in **bulk** for Diesel engine applications and in 55-gallon drums for Gasoline engine applications. Gallon containers must also be available and be included in the bid.

Must meet or exceed the following engine manufacturers warranty and maintenance specifications and requirements.

- ASTM D6210
- ASTM D1384
- ASTM D2570
- Cummins Engineering Standard 14603
- Detroit Diesel 7SE298
- Late Model Ford, Chrysler and GM manufacturer's specifications and requirements
- SAE 1941

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DEF Diesel Exhaust Fluid

Must meet ISO 22241— an international standard that defines the quality requirements for DEF including production, storage, and distribution. The production, handling and transportation of DEF is governed by the ISO 22241 standards. The key points are: Diesel Exhaust Fluid (DEF) must have a urea concentration of 32.5% by weight. This concentration was chosen because it has the lowest freezing temperature, 12°F. The maximum level of impurities such as calcium and various metals such as iron, copper, zinc and aluminum are clearly specified. These limits are extremely low, to ensure reliable operation of the SCR system.

This definition excludes the use of urea grades used in agriculture, and requires water

- Def Fluid must be able to be delivered in **bulk** and 55 Gallon Drums.
- Delivery of two 250-gallon totes shall be delivered full of DEF and setup at the service lane.

3.0 ADDITIONAL REQUIREMENTS FOR ENGINE OILS, HYDRAULIC OIL, GEAR LUBE, AND GREASE

- **Additional Products**

There are many ancillary case good products and absorbent products not listed in this bid. Successful bidder will supply products and pricing when these products will be needed.

- **Revised Specifications**

If a listed specification is revised, the proposed product shall meet the requirements of the most recent specification revision. Specified fluids must be listed as approved by Cummins, Detroit Diesel, Meritor, Late Model Ford, Chrysler and General Motors for each respective application.

- **Product Data Sheets**

Each bidder must submit all information and technical data necessary for CHT to determine that the proposed product to be supplied meets the criteria and specifications. Such information must be submitted at the time of bid. Bidder is responsible for submitting bids that meet or exceed requirements of OEM specifications.

4.0 TESTING

Testing of the product and laboratories/facilities shall meet the following criteria as a minimum:

- The bidder shall nominate testing laboratories and shall provide data and other information necessary for CHT to evaluate the proposed laboratory to be used in the CHT contract.
- The scope of such testing shall be that necessary to determine the compliance of the oil to the requirements of this specification.
- CHT shall randomly obtain samples during the delivery of oil and test such samples. CHT will be responsible for the cost of testing.

TESTING PERFORMANCE REQUIREMENTS

While the main scope of this section addresses the sampling and analysis of engine oils, these provisions also apply to other lubricants, such as transmission fluids, in addition to fuels and coolants as required.

Sampling Supplies: Contractor shall supply appropriate sampling container, labels, and shipping boxes.

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Labels shall be preprinted with the following information:

- Name:
- Unit No:
- Oil Brand:
- Oil Type:
- Since Last Oil Drain:
- Since Last Overhaul:
- Oil Added:
- Date:
- Type of engine or component: (Diesel, Gasoline, Natural Gas, Gear, Other)

A "Sample Processing Form" containing the above information, plus additional information relevant to the sample shall be included. Labels shall not be attached to the sample bottles. Multi-pak containers which allow shipping of multiple samples shall be made available.

The oil analysis required shall provide information on the following spectrochemical results: iron, lead, copper, chrome, aluminum, nickel, silver, tin, silicon, boron, sodium, phosphate, and zinc and on the following physical data:

SAE Grade	SAE J300
Fuel Dilution (Diesel only)	D3524
Viscosity @ 100° C	ASTM D445
Total Base Number	ASTM DZ846/4739
Water contamination	D1744
Glycol contamination	D2982
Total Acid Number	ASTM D974 & D664
Soot percent by weight	Equivalent to ASTM E1131 (TGA)

Soot analysis shall only be accomplished through LEM (Light Extinction Measurement), TGA (Thermogravimetric Analysis), or FT-IR (Fourier Transform Infrared) methods.

Under normal circumstances, Chapel Hill Transit shall require a 72-hour turnaround for each oil sample taken. However, a one-day turnaround may be required on special or abnormal sampling occasions.

The Laboratory performing the testing and analysis shall have procedures in place to notify CHAPEL HILL TRANSIT immediately of any possible impending failure(s). The Laboratory shall FAX copies of their findings to the designated CHAPEL HILL TRANSIT representative of all abnormal and critical results. Critical reports shall also include verbal contact notifying the CHAPEL HILL TRANSIT representative that a critical condition has been verified with recommendations of corrective action.

The vendor shall provide an Internet based system for analysis of sample results and test data. The system must provide user accessible features that allow for management of the system, database, data management, and system administration. Additionally, there must be an ad hoc query and reporting capability for data in the system. Chapel Hill Transit will provide data for the past 6 months. Successful contractor shall load this data into their system for historical reference.

The following menu driven functions shall be available in a proposed system:

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- Provide quarterly trend reports by subfleet (minimum of 10) and by vehicles.
- Provide quarterly reports for all physical data by subfleet. These reports shall also reflect abnormal, normal, and an average trend for both.
- Merge new unit, component, and historical information into the database.
- Review the data most recently imported into the database
- Review and report on the sampling history of any equipment, subfleet or component in the database by any element or elements of the spectrochemical analysis. These reports shall be able to reflect critical, abnormal, normal, and an average trend for each when required.
- Review and report on the sampling history of any equipment, subfleet, or component in the database by physical property data or other additional tests required by Chapel Hill Transit.
- Extract and print various equipment and components reports
- Update oil sample scheduling dates
- Backup and recover the unit, component, or history databases
- Alter selected items in the unit, component, or history databases
- Remove duplicate and old history files
- Export data from the database
- Must be able to compile a report of analysis averages by vehicle for engine oil and ATF

Vendors that do not provide an Internet based system for analysis of sample results and test data will not be considered for this bid.

III. Rate Form (Return this completed form with your Bid documents)

The contractor shall deliver (FOB Destination) the goods ordered at the prices specified in the rate schedule below. Please submit technical data for staff to review compliance with the specifications of this IFB. Please specify the size of each quoted item. If there are multiple size options available quote in the same box.

	Service Description	FY2021 Unit Price (ea)	Size of Product (55 gallon, 15 gallon, 5qts, etc)
2.1	15W40 Motor Oil	\$	
2.2	5W30 Motor Oil Synthetic	\$	
2.3	5W20 Motor Oil Synthetic Blend	\$	
2.4	Synthetic Allison Transmission Fluid	\$	
2.5	Hydraulic Oil AW ISO 32	\$	
2.6	Hydraulic Oil AW ISO 46	\$	
2.7	Multipurpose Automotive Gear Lubricant, API GL-5	\$	
2.8	Multipurpose Automotive Gear Lubricant, API GL-5 SAE Grade 80w90	\$	

2.9	Multipurpose Lithium Complex Grease Must Meet GC-LB	\$	
2.10	Premium Multipurpose Lithium Complex Grease Must Meet GC-LB	\$	
2.11	Antifreeze	\$	
2.12	2/250 gallon totes full of DEF (Delivered and set up on service lane)	\$	
2.12	DEF FLUID	\$	

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

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IV. Bid Forms and Non-Collusive Affidavit for Chapel Hill, North Carolina Bid Number: P20-107, Consumable Fluids for FY 2021

OFFEROR/VENDOR INFORMATION FORM – To be Returned with Offer

1. OFFEROR COMPANY NAME (and type, i.e., INC., LLC., Sole Prop., etc.):

2. OFFEROR COMPLETE ADDRESS:

3. OFFEROR POINT OF CONTACT NAME, TELEPHONE NUMBER, EMAIL ADDRESS:

4. OFFEROR TO INITIAL BY EACH STATEMENT:

a. The Offeror has read, understands, and has signed all required forms and submitted them as part of this offer. _____

b. The Offeror 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 Offeror's bid/quote/proposal is valid for a period of at least 60 days from date of submission.

NON-COLLUSIVE AFFIDAVIT– To be Returned with Offer

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

1. The Bidder further declares it is capable of delivering the items bid as specified in the bill of materials at the rates included in its bid. The Bidder further declares itself informed fully in regard to all conditions pertaining to the delivery point, and that it examined the bill of materials and contract documents relative hereto and has read all special provisions furnished prior to the openings of the bids, that is satisfied relative to the work to be performed.
2. The Bidder further declares that it received and examined the Consumable Fluids for Chapel Hill Transit, Bid Letting Documents and General Specifications, and will abide by these requirements in performing the work.
3. The contract to be awarded as a result of this IFB will be in substantially the same form and content as the sample "Small Service" contract included in this bid package.
The Bidder proposes and agrees, if this bid is accepted, to contract with the Town of Chapel Hill, in the form of contract provided, to furnish all necessary materials, means of transportation, and labor necessary to deliver the goods specified in the bill of materials at the rates specified in the bid sheet, in full and to complete in accordance with the general specifications, and contract documents, to the full and entire satisfaction of the Town of Chapel Hill.
4. The Bidder further proposes and agrees hereby that orders may begin effective on July 1, 2020 and continue through June 30, 2021.
5. The undersigned Bidder hereby agrees that the Town of Chapel Hill reserves the right to reject any and all bids when such rejection is in the best interest to the Town of Chapel Hill. Bids shall be evaluated on a low price technically acceptance basis. Successful bidder(s) will be those that provide the lowest price and conform to the requirements specified herein.

Submitted the _____ day of _____, 2020.

BY:

Firm Name	
Signature of bidder	
Printed name & title	

COMPLIANCE OR EXCEPTION TO THE TERMS AND CONDITIONS OF THE IFB – To be Returned with Offer

A. COMPLIANCE:

This is to certify that Offeror agrees and shall comply with the terms and conditions of the IFB.

Firm Name: _____

Offeror Signature: _____

Title: _____

Date: _____

B. EXCEPTION:

This is to certify that Offeror takes exception to the following terms and conditions of the IFB. Offeror must identify and list the terms and conditions by Section number, page number and title. Offeror must identify what its exception is. Offeror understands that the Town of Chapel Hill may elect to reject any offer that takes exceptions to any term or condition of this IFB if deemed in its interest to do so.

Firm Name: _____

Offeror Signature: _____

Title: _____

Date: _____

Offeror shall list and attach to this form Offeror's exception(s):

EXHIBIT A- SAMPLE SMALL SERVICE CONTRACT- PLEASE DO NOT FILL OUT

**STATE OF NORTH CAROLINA
COUNTY OF ORANGE**

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

WITNESSETH

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

1. 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 shall pay for the Contractor’s services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount}. Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Contract. The Contractor shall bill and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. 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.
6. Insurance Provisions: The Town requires evidence of Contractor’s current valid insurance (if applicable) in the amounts stated below during the duration of the named project and further requires that the Town be named as an additional insured for Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers’ Compensation - \$100,000 for both employer’s liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Based on nature of services to be provided by the contractor and assessment of risk posed to the Town, the Town may require evidence of supplementary insurance coverages.

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7. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this Contract without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
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. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
10. 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 as described herein.
12. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibit attached hereto the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
13. Preference: In the event that the terms of any exhibit attached hereto are not consistent with the terms of this Contract, this Contract shall have preference; provided that where either any exhibit attached hereto or this Contract establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
14. 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

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

[SIGNATURES ON FOLLOWING PAGE.]

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

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

{CONTRACTOR'S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

WITNESS

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

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

Approved as to Form and Authorization

TOWN LEGAL STAFF

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

FINANCE OFFICER

DATE

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