

BIDDER: _____

County of Wake Finance / Procurement Services – Room 2902 Wake County Justice Center – 2 nd Floor 301 S. McDowell Street Raleigh, NC 27601	INVITATION FOR BID NUMBER: 24-040	
	Bids will be publicly opened: May 14, 2024 at 2:00pm EST	
	Contract Type: Purchase & Service	
Refer ALL Inquiries to: Ty Stephens	Commodity: Fuel Tank Replacements - Parks	
E-Mail: ty.stephens@wake.gov	Using Agency Name: GSA	
(See page 2 for mailing instructions.)	Agency Requisition No. None	

NOTICE TO BIDDERS

**SPECIAL NOTE: Procurement Services is located in the Wake County Justice Center. Access is best by using
 301 S.McDowell Street, Raleigh, NC 27601**

YOU WILL BE REQUIRED TO GO THROUGH SECURITY AND METAL DETECTION IF YOU HAND DELIVER YOUR BID.

PLEASE FACTOR THIS INTO YOU BID DELIVERY PLANS AS NO EXCEPTIONS WILL BE ALLOWED AND LATE BIDS WILL NOT BE ACCEPTED.

Sealed bids, subject to the conditions made a part hereof, will be received at this office for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine, or email, in response to this Invitation for Bids will not be accepted. Bids are subject to rejection unless submitted on this form. **Late bids, regardless of delivery means, will not be accepted. Bid/proposal delivery by any courier service may be subject to some access limitations should the delivery person be using hand trucks or carts. This should be factored into your delivery decisions.**

Delivery date: _____ Bidder is urged to state earliest guaranteed delivery.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

Failure to execute/sign bid prior to submittal shall render bid invalid.

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 60 days from date of bid opening unless otherwise stated herein. Prompt Payment Discount: _____ %
_____ days.

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening. If sending via USPS, allow one extra day for Wake County internal processing.

BID NO. _____
Wake County Procurement Services
Wake County Justice Center - Ste 2900
301 S. McDowell Street
Raleigh, NC 27601

TABULATIONS: Tabulations will normally be available not later than three (3) working days after opening.

TRANSPORTATION CHARGES:

FOB Destination: Freight, handling and distribution charges shall be included in the total price of each item listed. Any additional charges included on the invoice shall not be honored for payment, unless authorized by change order by the Wake County. In cases where materials are shipped against this order by parties, other than the Contractor, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. Complete packing list must accompany each shipment.

ADDENDA

It is solely the bidder's responsibility to ensure they have all necessary information prior to submitting a bid/proposal. This includes any and all addenda. Bidder is to acknowledge all addenda or risk rejection of bid or proposal.

Addenda One _____ Addenda Two _____ Addenda Three _____
Addenda Four _____ Addenda Five _____ Addenda Six _____

Furnish and Deliver:

ESTIMATE SHEET FOR WAKE COUNTY

The contractor agrees to furnish and deliver all materials, equipment, and labor necessary to complete the scope of work described in this document and to complete the work to the full and entire satisfaction of the County of Wake for the sum of:

Facility	Activity	Dollars (\$)
Blue Jay Point	Remove & Replace Gasoline & Diesel Fuel Tanks	
	Fuel Tanks Cost	
	Site Total	
Harris Lake	Remove & Replace Gasoline & Diesel Fuel Tanks	
	Fuel Tanks Cost	
	Site Total	
Crowder	Remove & Replace Gasoline & Diesel Fuel Tanks	
	Fuel Tanks Cost	
	Site Total	
Lake Crabtree	Remove Gasoline Fuel Tank, Install New Gasoline & Diesel Fuel Tanks	
	Fuel Tanks Cost	
	Site Total	
Beech Bluff	Install New Gasoline & Diesel Fuel Tanks	
	Fuel Tanks Cost	
	Site Total	
	Sub-Total Removal & Installation:	
	Sub-Total Fuel Tanks:	
	Grand Total:	

PROJECT NARRATIVE:

Wake County Parks, Recreation & Open Space has requested the replacement of fuel storage tanks at **Blue Jay Point, Harris Lake, Crowder, Lake Crabtree**, as well as the installation of new fuel storage tanks at **Beech Bluff**. It has been determined that the tanks should be replaced, based on their age, condition, and the cost for the anticipated repairs. Wake County is soliciting proposals for the removal and disposal of existing above ground fuel tanks and the installation of new tanks at the afore mentioned county parks. The proposed scope of services is outlined below.

PROJECT SCOPE:

- Provide coordination of the contractor installation work with Wake County administrative and park officials.
- Provide full time oversight to all sub-contractors providing services.
- Provide labor, services, materials, equipment, and tools necessary for installation of two Double Wall Above-Ground Storage Tanks at the five park locations as described below:

Blue Jay Point County Park

- Provide one (1) 300 Gallon UL-142 AST for diesel fuel with the following features:
 - UL-142 construction
 - Double Walled
 - 300 Gallon Capacity
 - Painted: Durethane Top Coat: White
 - 36" x 60" Outside Diameter
 - 2" Updraft Vent
 - Emergency Vents
 - Push/Pull style pump for diesel tank
 - Automatic shut-off nozzle
- Provide one (1) 300 Gallon Fireguard UL-2085 AST for gasoline fuel with the following features:
 - UL-2085 construction
 - Fireguard protected double-walled
 - 300 Gallon Capacity
 - Painted: Durethane Top Coat: White
 - 36" x 60" Outside Diameter
 - 2" Updraft Vent
 - Emergency Vents
 - Rotary style pump for gasoline tank
 - Automatic shut-off nozzle
- Provide a new 6" concrete pad for the fuel tanks to be mounted to. A construction detail for this concrete pad has been included at the end of this document.

Harris Lake County Park

- Provide one (1) 300 Gallon UL-142 AST for diesel fuel with the following features:
 - UL-142 construction
 - Double Walled
 - 300 Gallon Capacity
 - Painted: Durethane Top Coat: White
 - 36" x 60" Outside Diameter

- 2" Updraft Vent
- Emergency Vents
- Push/Pull style pump for diesel tank
- Automatic shut-off nozzle
- Provide one (1) 300 Gallon Fireguard UL-2085 AST for gasoline fuel with the following features:
 - UL-2085 construction
 - Fireguard protected double-walled
 - 300 Gallon Capacity
 - Painted: Durethane Top Coat: White
 - 36" x 60" Outside Diameter
 - 2" Updraft Vent
 - Emergency Vents
 - Rotary style pump for gasoline tank
 - Automatic shut-off nozzle
- Contractor to use existing concrete pad to mount new fuel tanks.

Crowder County Park

- Provide one (1) 150 Gallon UL-142 AST for diesel fuel with the following features:
 - UL-142 construction
 - Double Walled
 - 150 Gallon Capacity
 - Painted: Durethane Top Coat: White
 - 30" x 48" Outside Diameter
 - 2" Updraft Vent
 - Emergency Vents
 - Push/Pull style pump for diesel tank
 - Automatic shut-off nozzle
- Provide one (1) 150 Gallon Fireguard UL-2085 AST for gasoline fuel with the following features:
 - UL-2085 construction
 - Fireguard protected double-walled
 - 150 Gallon Capacity
 - Painted: Durethane Top Coat: White
 - 30" x 48" Outside Diameter
 - 2" Updraft Vent
 - Emergency Vents
 - Rotary style pump for gasoline tank
 - Automatic shut-off nozzle
- Remove existing concrete block wall and existing concrete slab. Provide a new 6" concrete pad for the fuel tanks to be mounted to. A construction detail for this concrete pad has been included at the end of this document.

Lake Crabtree County Park

- Provide one (1) 150 Gallon UL-142 AST for diesel fuel with the following features:
 - UL-142 construction
 - Double Walled
 - 150 Gallon Capacity

- Painted: Durethane Top Coat: White
- 30" x 48" Outside Diameter
- 2" Updraft Vent
- Emergency Vents
- Push/Pull style pump for diesel tank
- Automatic shut-off nozzle
- Provide one (1) 300 Gallon Fireguard UL-2085 AST for gasoline fuel with the following features:
 - UL-2085 construction
 - Fireguard protected double-walled
 - 300 Gallon Capacity
 - Painted: Durethane Top Coat: White
 - 36" x 60" Outside Diameter
 - 2" Updraft Vent
 - Emergency Vents
 - Rotary style pump for gasoline tank
 - Automatic shut-off nozzle
- Remove existing concrete block wall and existing concrete slab. Provide a new 6" concrete pad for the fuel tanks to be mounted to. A construction detail for this concrete pad has been included at the end of this document.

Beech Bluff County Park

- Provide one (1) 300 Gallon UL-142 AST for diesel fuel with the following features:
 - UL-142 construction
 - Double Walled
 - 300 Gallon Capacity
 - Painted: Durethane Top Coat: White
 - 36" x 60" Outside Diameter
 - 2" Updraft Vent
 - Emergency Vents
 - Push/Pull style pump for diesel tank
 - Automatic shut-off nozzle
- Provide one (1) 300 Gallon Fireguard UL-2085 AST for gasoline fuel with the following features:
 - UL-2085 construction
 - Fireguard protected double-walled
 - 300 Gallon Capacity
 - Painted: Durethane Top Coat: White
 - 36" x 60" Outside Diameter
 - 2" Updraft Vent
 - Emergency Vents
 - Rotary style pump for gasoline tank
 - Automatic shut-off nozzle
- Contractor to use existing concrete pad to mount new fuel tanks.

Services to be provided at all park sites:

- Off-load the new ASTs to the County's specified location at each site.
- Install the following:
 - Graphics for Diesel and Gasoline Tanks, as needed.
 - New Hand Pumps with counters

- Emergency vents
 - 2" Updraft Vents
 - New fill cap and gasket
 - Locking devices for each pump. Coordinate with Park Manager.
-
- Install product identification labels and warning decals on each of the newly installed tanks.
 - Remove the existing tanks at each site location and dispose of them at an off-site, environmentally certified facility. **Note – There are no existing tanks at Beech Bluff and there is no existing diesel tank at Lake Crabtree.**
 - Wake County Parks is currently using remaining fuel in the existing tanks. Remaining fuel at time of replacement should be transferred to portable containers as provided by Wake County Parks staff. If fuel remains after this, fuel should be disposed of at an off-site, environmentally certified facility.
 - Contractor may remove and replace existing bollards as needed for installation of new tanks. Contractor will be responsible for any damages to existing bollards, concrete pads, walls, fences, or any other Wake County property.
 - Upon completion of the activities, provide a brief letter report to summarize the tank installations and provide any certificates, warranties, and/or disposal documentation generated during the tank replacement process.

*****QUESTIONS RELATED TO THIS PROJECT SHOULD BE SUBMITTED BY E-MAIL BEFORE***
5:00 PM FRIDAY, MAY 3RD, 2024**

**Submit to: Ty Stephens, ty.stephens@wake.gov
Subject: Wake County Parks – Fuel Tank Replacement**

*****PROPOSALS FOR THIS PROJECT SHOULD BE SUBMITTED TO THE ADDRESS LISTED ON
PAGE 1 BEFORE***
2:00 PM TUESDAY, MAY 14TH, 2024**



BLUE JAY POINT COUNTY PARK – MAINTENANCE AREA



BLUE JAY POINT COUNTY PARK – EXISTING FUEL TANKS



HARRIS LAKE COUNTY PARK – MAINTENANCE AREA



HARRIS LAKE COUNTY PARK – EXISTING FUEL TANKS



CROWDER COUNTY PARK – MAINTENANCE AREA



CROWDER COUNTY PARK – EXISTING FUEL TANKS



LAKE CRABTREE COUNTY PARK – MAINTENANCE AREA

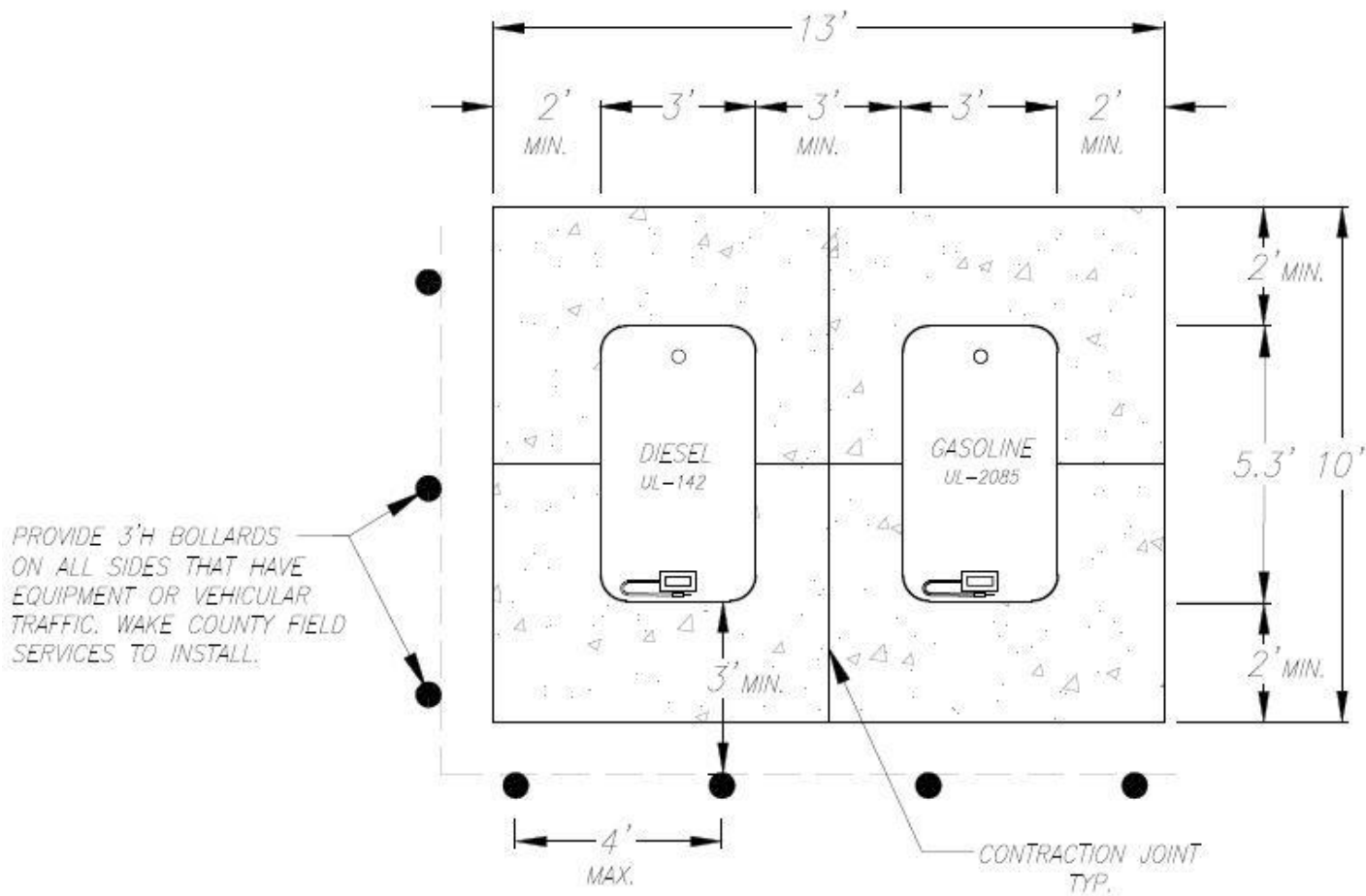


LAKE CRABTREE COUNTY PARK – EXISTING FUEL TANK



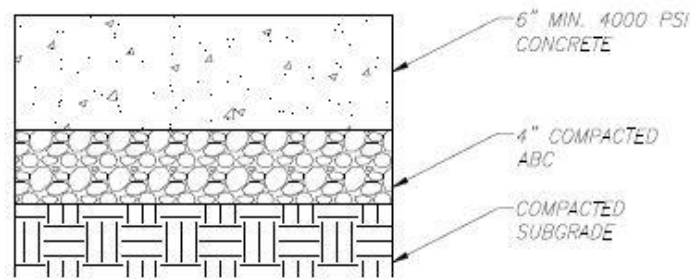
BEECH BLUFF COUNTY PARK – FUTURE MAINTENANCE AREA

NOTE - THE YELLOW SQUARE SHOWS THE APPROXIMATE LOCATION OF THE FUTURE FUEL TANKS. EXACT LOCATION TO BE DETERMINED ON-SITE WITH WAKE COUNTY PARKS STAFF.



CONCRETE NOTES:

1. PLACE A GROOVE CONTRACTION JOINT 1" DEEP WITH 1/8" RADII AS SHOWN ON PLAN.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI.
3. BROOM FINISH SLAB.
4. ALL SIDEWALKS SHALL HAVE A MAXIMUM GROSS SLOPE OF 2.0%.
5. CONCRETE SHALL BE REINFORCED WITH SYNTHETIC FIBER, ENGINEERED AND DESIGNED FOR USE IN CONCRETE PAVING, COMPLYING WITH ASTM D 1116/C 1116M, TYPE III, 1/2" TO 1-1/2" LONG. FIBERS SHALL BE UNIFORMLY DISPERSED IN CONCRETE MIXTURE AT MANUFACTURER'S RECOMMENDED RATE, BUT NOT LESS THAN 1.5 LB/CY.



CONCRETE SLAB FOR FUEL TANKS
NTS

INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **DEFINITIONS:**
 - **THE COUNTY:** Is the County of Wake, North Carolina and its agencies.
 - **OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
3. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the Terms and Conditions. The County objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
4. **EXECUTION:** Failure to sign the bid response will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 60 days from the date of bid opening. Preference may be given to bids allowing not less than 60 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this County to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the purchasers those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from Wake County Procurement Services. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If an extended price is obviously in error, the unit price will control.
13. **REFERENCES:** The County reserves the right to require a list of users of the exact item offered. The County may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **TAXES:**
 - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
 - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
15. **AWARD OF CONTRACT:** The County will consider such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the County to be pertinent or peculiar to the purchase in question. Unless

otherwise specified by the County or the bidder, the County reserves the right to accept any item or group of items on a multi-item bid. In addition, Wake County reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Wake County to be pertinent or peculiar to the purchase in question.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

17. **CONFIDENTIAL INFORMATION:**

Wake County is subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Wake County in response to a Request for Proposal/Request For Bid/Request For Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise permitted under NCGS § 143, without further notice to the proposer. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information. Wake County reserves the right to share any information submitted in response to a Procurement Process with any person(s) or firm(s) involved in the review and evaluation phase of the Procurement Process.

If a proposer nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of [NCGS 132-1.2](#) "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records request. **Among other legal requirements, information deemed to be "confidential" or "trade secret" by proposer must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP.** In addition, although not required by law, Wake County requests that any proposer who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection, thus proposers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality.

When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as "trade secret" or "confidential" upon its submission, Wake County may, in its discretion and without further notice, release the redacted copy of the proposal or response to the requester if one has been previously submitted. Otherwise, the proposer will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a proposer, the proposer may participate at its own expense; and by deeming any information in a proposal or response confidential, proposer further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Written request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become the property of the County. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
20. **IRAN DIVESTMENT ACT:** By signing this agreement or acceptance of this contract/purchase order or by submission of any bid, proposal, etc, vendors, contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.
21. **E-VERIFY:** To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.
22. **FEDERAL UNIFORM GUIDANCE:** If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

23. **ANTI-DISCRIMINATION:** In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

General Terms and Conditions for Goods and Services

1. **Default and Performance:** In the event any equipment, software, or service furnished by the contractor in the performance of any contract awarded by the county should fail to conform to the contract specifications, the County may cancel and procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby. The County reserves the right to require performance bond or other acceptable alternative guarantees from the Contractor without expense to the County, if so indicated in the bid. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
2. **Governmental Restrictions:** In the event any governmental restrictions are imposed that necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify the County in writing, at once, indicating the specific regulation that required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **Availability of Funds:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement. If funds to affect such payment are not available, the Contractor agrees to take back any affected equipment and products furnished under this contract, terminate any services supplied to the County under this contract, and relieve the County of any further obligation thereof.
4. **Taxes:** The County of Wake is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the contractor or on any taxes levied on employee wages. Applicable State or local sales taxes shall be invoiced as a separate item.
5. **Situs:** The place of this contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **Inspection at Contractor's Site:** The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment terms for services are due and payable the month following the month for which charges accrue, or in accordance with the contract payment schedule. The using agency is responsible for all payments under the contract.
9. **Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements.
10. **Condition and Packaging:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector, which customarily requires identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **General Indemnity:** The contractor shall hold and save the County of Wake, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the Contractor.

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13. **Advertising/Press Release:** The contractor shall not publicly disseminate any information concerning the contract without prior written approval from the County of Wake or its agent.
14. **Patent, Copyright, and Trade Secret Protection:**
- a. No deliverable(s) produced, in whole or in part, under this contract, shall be the subject of an application for copyright or patent by or on behalf of the Contractor, its employees, agents, officers, assigns, or subcontractor(s). The Contractor, at its own expense, shall defend any action brought against the County to the extent that such action is based upon a claim that the equipment or software supplied by the Contractor, or the operation of such equipment pursuant to a current version of Contractor-supplied operating software, infringes a United States patent, or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the County in any such action. Such defense and payment shall be conditioned on the following:
 - 1) That the Contractor shall be notified within a reasonable time in writing by the County of any such claim; and,
 - 2) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the County shall have the option to participate in such action at its own expense.
 - b. Should the machines, or software, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent, copyright, or a trade secret, the County shall permit the Contractor, at its option and expense, either to procure for the County the right to continue using the equipment or software, or to replace or modify the same so that they become noninfringing and continue to meet bid specifications. If neither of these options can reasonably be taken, or if the use of such equipment or software by the County shall be prevented by injunction, the Contractor agrees to take back such equipment or software, and refund any sums the County has paid Contractor less any reasonable amount for use or damage and make every reasonable effort to assist the County in procuring substitute equipment or software. If, in the sole opinion of the County, the return of such infringing equipment or software makes the retention of other items of equipment or software acquired from the Contractor under this contract impractical, the County shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such equipment or software and refund any sums the County has paid Contractor less any reasonable amount for use or damage.
15. **Access to Persons and Records:** Pursuant to N.C. General Statutes, and Federal law, the County Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of Wake County Government pursuant to the performance of this contract or to costs charged to this contract. The Contractor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this contract.
16. **Assignment:** No assignment of the contractor's obligations or right to receive payment hereunder shall be permitted. However, upon written request and approval by the issuing purchasing authority, the Agency may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the contractor, or
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check(s).In no event shall such approval and action obligate the County to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
17. **Termination for Convenience (Service and Indefinite Quantity Contracts Only):** The County may terminate this contract, in whole or in part, by giving 30 days prior notice in writing to the Contractor. Such notice of cancellation, as required herein, shall be transmitted via US Mail, email or fax, with receipt confirmed. The 30 days notice for termination shall begin on the day the receipt is confirmed.
18. **Limitation of Liability:**
- a. Where equipment is under the County's exclusive management and control, the Contractor shall not be liable for any damages caused by the county's failure to fulfill any County responsibilities of assuring the proper use, management and supervision of the equipment and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the County's intended use.
 - b. The liability amount may be adjusted by the issuing agency based upon a documented total risk assessment, but in no event shall the liability for damages be less than the total value of the contract. The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Contractor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this contract.
19. **Contractor's Liability for Injury to Persons or Damage to Property:**
- a. The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the County, employees of the County, persons designated by the County for training, or any other person(s) other than agents or employees of the Contractor, designated by the County for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the equipment either at the Contractor's site or at the County's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

- b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Contractor's equipment.
20. **Changes:** This order or contract is awarded subject to shipment of quantities, qualities, and prices indicated by the order or contract, and all conditions and instructions of the order and the contract or proposal on which it is based. Any changes made to this order or contract proposed by the contractor is hereby rejected unless accepted in writing by the County. The County shall not be responsible for goods or services delivered without a written purchase order or authorization from the applicable County purchasing authority.
- Where the County requests a change, the contractor may submit a request for contract adjustment, which shall be in the form of a complete change proposal fully supported by factual information and shall separately identify all increases and all decreases in costs. The request shall be submitted by a senior official authorized to bind the Contractor in a signed writing.
21. **Price Adjustments (Term Contracts Only):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the Contractor to other customers.
- a. **Notification:** Must be given to the issuing purchasing authority, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** Shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the county reserving the right to accept or reject the increase, or cancel the contract. Such action by the county shall occur not later than 15 days after the receipt of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
22. **Transportation:** Transportation of goods shall be FOB Destination. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the County.
23. **Signature Warranty:** Each individual signing warrants that he or she is duly authorized by the Party to sign this contract and bind the Party to the terms and conditions of this contract.
24. **Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
25. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
26. **Federal Intellectual Bankruptcy Act:** The Parties agree that Wake County shall be entitled to all rights and benefits of the Federal Intellectual Bankruptcy Act, Public Law 100-506, and any amendments thereto.