

ADVERTISEMENT FOR BIDS

LEE COUNTY PROJECT: 4839-03-24 MULTI-SPORTS COMPLEX

Lee County Bid Request No. 4839-03-24 Sanford, North Carolina **open to pre-qualified bidders only**.

Sealed bids will be received until **1:30PM on August 29th, 2023, at Lee County Finance Office, Attn: Purchasing Agent, 408 Summit Drive, Sanford, North Carolina, 27330** for the construction of the Lee County Multi-Sports Complex. Plainly identify the envelope with: (1) The project name/description and (2) The name and address of the bidder. Bids can either be mailed in or turned in. They must be enclosed in an opaque sealed envelope with **two (2) copies**.

After the bids have been received, they will be transported to the **Bob Hales Center located at 147 McIver Street, Sanford NC 27330** to be opened and read aloud at **2:00PM August 29th, 2023**.

A non-mandatory pre-bid conference will be held on August 1, 2023, at 2:00PM at the Bob Hales Center, 147 McIver Street, Sanford North Carolina, 27330. Interested parties are invited to attend this meeting to discuss the plans, ask for additional information or clarification on the bid package.

Digital copies of compete plans and specifications for this project can be obtained from The John R. McAdams Company, Inc. via Sharefile, beginning on 7/18/2023. Please contact Jess Phair at phair@mcadamsco.com to obtain a link to the bid package. Questions for clarification will be received up to 5:00 PM on August 15, 2023.

The owner reserves the unqualified right to reject any and all bids.

No bid may be withdrawn for a period of thirty (30) days from the date of opening.

Vendor Application

PURCHASING DIVISION

LEE COUNTY

PO Box 1968

Sanford, NC 27330

Phone: (919)-718-4600

Fax: (919)-718-4631

Please fill out this form and send by e-mail to jwaterhouse@leecountync.gov or fax to (919) 718-4631. Your business will be added to our new vendor list.

Please Type or Print Legibly

Federal ID # _____ SS# _____

For Finance Use Only	Vendor #
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<u>Vendor Name</u>

<u>Date</u>

ORDER ADDRESS		PAY ADDRESS	
<u>Street</u>		<u>Street</u>	
<u>Street</u>		<u>PO Box</u>	
<u>City</u>		<u>City</u>	
<u>State</u>	<u>Zip Code</u>	<u>State</u>	<u>Zip Code</u>

<u>CONTACT PERSON</u>	<u>TELEPHONE NUMBER</u>	<u>FAX NUMBER</u>
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<u>CONTACT PERSON E-MAIL ADDRESS</u>	<u>TERMS</u>	<u>DISCOUNT</u>
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<u>CONTRACTOR'S LICENSE # (if applicable)</u>	<u>SIGNATURE</u>
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This firm certifies that it is a : (if applicable)

_____ Disabled _____ Minority Business Enterprise _____ Women Business Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

Product(s) and/or Service(s)

Please list the type product(s) and/or Service(s) that your company can provide.



DEPARTMENT OF FINANCE

Tel: (919) 718-4600
P.O. Box 1968
Sanford, NC 27331-1968

Vendor Electronic Payment Authorization Form

For your convenience and benefit, the Lee County is now processing all vendor payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit by email. This notice will provide you with all the information that would normally be on your check stub.

In order for us to complete the process of updating your information, please provide a bank verification letter or a voided check. This information is used to verify the account number that you have provided below.

In the event that you change banks, bank account numbers, or email addresses, you must notify the County with the necessary changes and include a new bank verification letter or a voided check. Failure to notify us of these changes will cause delayed payments to you. Send changes to: jwaterhouse@leecountync.gov.

Please print the following information:

- Vendor Name: _____
Vendor Address: Street: _____
City, State, ZipCode: _____
Phone Number: _____
Name of Bank: _____
Bank Routing Number: _____
Bank Account Number: _____
Checking or Savings: Checking Account Savings Account
Authorized Signature: _____
Printed Name: _____
Title: _____
Telephone number: _____

- Notification of payment
e-mail address: _____

Contact Jen Waterhouse at jwaterhouse@leecountync.gov or (919) 718-4600 ext 5504 with questions or changes to above information.

The County of Lee North Carolina

Vendor/Contractor Name: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.

Signature

Date

Printed Name

Printed Title

Lee County, North Carolina
Terms and Conditions

By acceptance of this purchase order, the vendor or contractor, (referred to as the Seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions:

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the **Ship To Department** shown.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence and bill of lading.
3. **PRICE:** If prices or terms do not agree with your quotation, you must notify the ordering **Department** immediately. All prices are quoted **F.O.B. DESTINATION** unless specifically indicated otherwise.
4. **INVOICES:** All invoices are to be mailed to the **Ship To Department**. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number must be referenced on all invoices.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the Seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES:** Lee County is not Tax-Exempt. Prices shown on the County's purchase order may not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the Seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed/increased without the Purchasing Director's written consent. Any unauthorized quantity is subject to rejection and return at Seller's expense.
9. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The Seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.
10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless Lee County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **APPLICABLE LAWS:** By the acceptance of this order, Seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Lee County against any loss, cost, liability or damage by reason of Seller's violation of any laws.
12. **CANCELLATION:** Lee County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the Seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified, or for any other reason which causes the Seller not to perform as agreed.
13. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the Seller until acceptance has been made by the County. If goods are rejected, they will be returned at Seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the Seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the Seller.
14. **WARRANTY:** The Seller expressly warrants that goods covered by this order will conform to the specifications, drawings, or samples furnished by the County, be suitable for the purpose intended, and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The Seller also warrants that the goods do not infringe any patent, registered trademark or copyright, and agrees to hold Lee County harmless in the event of any infringement or claim thereof. Additionally, Seller warrants that the goods are free and clear of all liens and encumbrances, and that Seller has a good and marketable title to the same.
15. **HAZARDOUS CHEMICALS:** The Seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.
16. **MATERIAL SAFETY DATA SHEETS (MSDS):** The Seller shall ensure that Lee County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the initial shipment after the MSDS is updated.
17. **NON-DISCRIMINATION POLICY:** Lee County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability.
18. **VERBAL AGREEMENT:** This purchase order, including all references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the County and Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by the County.
19. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed that the Seller is an independent contractor and not an agent of Lee County, and as such, Seller and his or her agents and employees shall not be entitled to any county employment benefits, including but not limited to vacation, sick leave insurance, worker's compensation, pension or retirement benefits.
20. **GOVERNING LAW:** This agreement shall be governed and interpreted pursuant to Laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Lee, State of North Carolina.
21. **E-VERIFY:** For purchase orders that include construction or services, employers and their subcontractors with 25 or more employees in North Carolina as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with the County. E-Verify is a Federal program operated by the US Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hire employees pursuant to federal law.
22. **IRAN DIVESTMENT ACT CERTIFICATION:** By acceptance of this purchase order Seller certifies that: (i) Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.