



SOLID WASTE

INVITATION FOR BID #27-8-SW

ONSITE FUEL SUPPLY

Date of Issue: August 28, 2026

Mandatory Site Visit: Thursday, September 3, 2026 at 10:00 AM EST

Questions Due Date: Friday, September 4, 2026 at 12:00 PM EST

Bid Due Date: Tuesday, September 15, 2026 at 2:00 PM EST

Direct all inquiries concerning this IFB to:

Sophia Pate

Purchasing Manager

Email: CumberlandPurchasing@cumberlandcountync.gov

Phone: 910-678-7743

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

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1.0 PURPOSE AND BACKGROUND

Cumberland County uses onsite fuel tanks. The tanks and fueling equipment are leased from the current vendor as part of the existing contract at the Ann Street Landfill (698 Ann Street, Fayetteville, NC 28301) and the Wilkes Road Processing Facility (771 Wilkes Road, Fayetteville, NC 28306). Both locations require DEF, Off-Road Diesel, On-Road Diesel and Unleaded Gas. The following tanks are furnished by Colonial Fuel as part of the current contract:

Location	Discharge Volume (Gallons)	Fuel Type	Storage Tank Containment Method
Ann Street	8,000	Off-Road Diesel	• Dual Walled • Above Ground
Ann Street	2,000	Highway Diesel	• Dual Walled • Above Ground
Ann Street	500	Gasoline	• Dual Walled • Above Ground
Ann Street	200	Off-Road Diesel	• Dual Walled • Above Ground
Wilkes Road	2,000	Off-Road Diesel	• Dual Walled • Above Ground
Wilkes Road	2,000	Off-Road Diesel	• Dual Walled • Above Ground

2.0 BID INSTRUCTIONS & REQUIREMENTS

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before contract award. All attachments and addenda released for this IFB in advance of any contract award are incorporated herein by reference. By submitting a bid, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better bid, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this IFB that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted bids.

2.2 BID SUBMITTAL

Bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of bid via US Postal Service	Office address of delivery by any other method (special delivery, overnight, or any other carrier)
<i>BID TITLE:</i> <i>IFB #27-8-SW Onsite Fuel Supply</i> <i>Cumberland County Purchasing Office</i> <i>Attn: Purchasing Manager</i> <i>PO Box 1829</i> <i>Fayetteville, NC 28302</i>	<i>BID TITLE:</i> <i>IFB #27-8-SW Onsite Fuel Supply</i> <i>Cumberland County Purchasing Office</i> <i>Attn: Purchasing Manager</i> <i>117 Dick Street</i> <i>4th Floor, Room 451</i> <i>Fayetteville, NC 28301</i>

IMPORTANT NOTE: All bids shall be physically delivered to the office address listed above ***on or before 2:00 PM as per the clock in the Purchasing Office of the Finance Department on Tuesday, September 15, 2026 regardless of the method of delivery.*** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the bid to the County department specified by the specified time and date of opening. Any bid received after the bid submission deadline will be rejected. Public bid opening will be held at **2:00 PM**, as per the clock in the Purchasing Office of the Finance Department on **Tuesday, September 15, 2026**, at 117 Dick Street, 4th Floor, Room 451, Fayetteville, NC 28301.

- a) Submit **one (1) signed, original executed** bid response and **one (1)** electronic copy on a flash drive.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Bids will be subject to rejection unless submitted with the information above included on the outside of the sealed bid package.
- c) The electronic copy of your bid must be provided on a flash drive. The files **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All bid addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx> . Vendors who submit a notice of intent to bid to Cumberlandpurchasing@cumberlandcountync.gov will receive addendums by email.

2.3 BID QUESTIONS

Written questions shall be e-mailed to Cumberlandpurchasing@cumberlandcountync.gov by **12:00 PM on Friday, September 4, 2026**. Vendors should enter “***IFB #27-8-SW Onsite Fuel Supply: Questions***” as the subject for the e-mail. Questions will not be answered by phone. Question submittals should include a reference to the applicable IFB section.

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx> and shall become an Addendum to this IFB. **Vendors who submit an intent to bid will receive addendums by e-mail.** Vendors shall rely *only* on written material contained in an Addendum to this IFB. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the IFB or that the County determines will produce information required in order for all vendors to submit a responsible bid, may be answered at the County’s discretion

after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as “minute in nature” shall be determined at the sole discretion of the County.

2.4 MANDATORY SITE VISIT

Mandatory Site Visit – 2 Locations for the Mandatory Site Visit

Date: 9/3/2026
Time: 10:00 AM Eastern Time
Contact #: 910-678-7743

Instructions: It shall be MANDATORY that each vendor representative be present for a pre-bid site visit on **Thursday, September 3, 2026**. Attendees must meet promptly at **10:00 AM** Eastern Time at *Cumberland County Landfill, Admin Building – 698 Ann Street, Fayetteville, NC 28301* and ending at second location at the *Wilkes Road Treatment & Processing Facility – 771 Wilkes Road, Fayetteville, NC 28306*. All attendees must sign in upon arrival. VENDORS WHO ARRIVE LATER THAN 15 MINUTES AFTER THE SPECIFIED TIME WILL NOT BE ALLOWED TO SIGN IN, PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR BID BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

The purpose of this visit is for all prospective vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Invitation for Bid. Vendors must stay for the duration of the site visit.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Invitation for Bid, must be confirmed by written addendum before it can be considered to be a part of this bid.

2.5 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: “***Alternate Bid for Onsite Fuel Supply***”. Each bid must be for a specific set of services and must include specific pricing. If a vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered. Acceptance of alternate bids is at the County’s sole discretion

2.6 IFB TERMS & CONDITIONS

It shall be the vendor’s responsibility to read the instructions, the County’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

Questions, issues, or exceptions regarding any term, condition, or other component within this IFB, must be submitted as questions in accordance with the instructions in Section 2.3 BID QUESTIONS. Vendor’s bid shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this IFB, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County’s sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a bid, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Finance Department as designated in this IFB. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The bid must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, **unless the vendor has noticed the County Finance Department of its intent to designate any information in the bid as such and received permission from the County Finance Department to do so in writing.** Vendor's notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the vendor how to mark the information in the bid and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a bid after receipt of this notice from the County Finance Department shall be deemed to be acceptance of the County Finance Department's statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any bid marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the invitation for bid and shall not be considered.

3.2 BID COMPLIANCE

It is in the best interest of vendors to submit bids that are clear, concise, and easily understood. Bids should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the IFB specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the IFB completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor bids should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this IFB, and shall be considered the minimum standards expected of the Bidder. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 BID EVALUATION PROCESS

The County shall review all responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice.

The County reserves the right to request clarification of information submitted.

The County reserves the right to reject any and all bids.

3.4 METHOD OF AWARD

IFB will be awarded based on lowest responsive, responsible bidder method of award.

The County reserves the right to make separate awards to different vendors, to not award, or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

4.0 SCOPE OF WORK & VENDOR'S BID CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

The annual volume is approximately 175,000 gallons of off-road diesel. Approximately 105,000 gallons of the off-road diesel will be delivered to the Ann Street Landfill site and the balance to Wilkes Road.

The County requires that an 8,000-gallon, 2,000-gallon, 500-gallon and 200-gallon double walled tank be supplied and installed at the Ann Street Landfill (698 Ann Street, Fayetteville, NC 28301). Supplier to provide pumps and tracking system so that fuel consumption for each piece of equipment can be tracked.

The County requires that two (2) 2,000-gallon double wall tanks be supplied and installed at the Wilkes Road Processing Facility (771 Wilkes Road, Fayetteville, NC 28306). Supplier to provide pumps and tracking system so that fuel consumption for each piece of equipment can be tracked.

Supplier must have the capability to deliver to multiple sites, described herein, and provide same day service.

Supplier must have the capability to make deliveries on Saturdays and/or at non-typical business hours resulting from potential storms.

Typical refill is at the ½ full level; therefore, typical fuel delivery will be in the 4,000 – 6,000-gallon range. Supplier shall continuously monitor fuel levels in all tanks.

The County requires delivery to Ann Street Landfill and the Wilkes Road Processing Facility sites.

The fuel to be delivered is off-road Ultra-Low Sulfur Diesel Fuel (Cetane Rating of 40 or more).

4.2 VENDOR'S BID REQUIREMENTS

The vendor's bid must include the required information below. Bids shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its bid non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a bid being considered nonresponsive.**

A. SPECIFICATIONS

Vendor shall provide a bid to include:

- Ultra Low Sulfur Diesel Fuel (ULSD) Dyed Red 15 ppm
- Ultra Low Sulfur Diesel Fuel (ULSD) Highway Use

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- Unleaded 87 E-10
- Diesel Exhaust Fluid
- All equipment to be provided including location, fuel type, and containment method.

B. RESPONSE REQUIREMENTS

Vendors must include the following in their bid:

- Cost using **Attachment C: Bid Cost**. Identify all associated costs to the County that will not be charged by vendor but will be required (example, permit requirements). Specify changes in cost that are based on volume. Prices shall be based using Fayetteville OPIS average plus a fee per gallon. This cost will include all freight and miscellaneous fees associated with fuel deliveries.
- List and specify equipment, maintenance, and fuel cost.
- The Vendor's approach, in narrative, outline, and/or graph form, to accomplishing the tasks outlined in the Scope of Work section of this IFB. A description of each task and deliverable and the schedule for accomplishing each shall be included.
- Bid should also include a detailed explanation of emergency fuel supply processes. Details should include standard response times, in addition to maintenance processes and response times
- Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to Cumberland County. Vendor shall provide detailed information which demonstrates experience with similar projects.

The Execution of Bid (Attachment B) and Certification of Financial Condition (Attachment D) must be completed, signed and submitted with bids. Failure to complete these attachments shall result in rejection of bid.

C. COST

Cost must be submitted using **Attachment C: Bid Cost**. Cost shall be all inclusive and list/identify any shipping or other charges. Identify all associated costs to the County that will not be charged by vendor but will be required (example, permit requirements). Specify changes in cost that are based on volume. Prices shall be based using Fayetteville OPIS average plus a fee per gallon. This cost will include all freight and miscellaneous fees associated with fuel deliveries. **Exclude all sales tax from your bid.** If discount is available for prompt payment, identify terms so it may be considered in analyzing bid.

D. REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

5.5 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date"). The CONTRACTOR shall begin work under the Contract within thirty (30) business days of the Effective Date.

At the end of the Contract's current term, the COUNTY shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two (2) additional one-year terms.

5.6 PRICING

Bid price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this IFB.

5.7 ADDITIONAL QUANTITIES

The COUNTY reserves the right to purchase additional quantities of materials specified herein during the period of firm pricing. Any purchase of materials at established prices after the period of firm pricing will be subject to CONTRACTOR'S acceptance.

5.8 INVOICES

- a) Invoices must be submitted to the following address:

Cumberland County Solid Waste Management
698 Ann Street
Fayetteville, NC 28301
- b) Any applicable taxes shall be invoiced as a separate item.
- c) Invoices must be submitted on a monthly basis.

5.8 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.11 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits (**Vendors may propose alternative insurance requirements. Acceptance of any insurance requirement changes will be at the discretion of the County and must be pre-authorized by the County's Risk Management Coordinator**):

Professional Liability Insurance: Contractor shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the contractor's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the contractor's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

Commercial General Liability: Contractor shall maintain Commercial General Liability and if necessary Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

County of Cumberland, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor, premises owned, leased or used by the contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to Cumberland County, its officers, officials, agents and employees.

Workers' Compensation and Employer's Liability: Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance. The Employer's Liability shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease and \$1,000,000 policy limit.

Business Auto Liability: Contractor shall maintain Business Auto Liability and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

The Contractor shall furnish Cumberland County with a certificate of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements prior to commencing the work and upon renewal or replacement of each certified coverage throughout the term of this contract. Evidence of additional insured status shall be noted on the certificate of insurance.

5.12 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, 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 tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.13 ENTIRE CONTRACT

The contract formally entered into by the parties after the vendor is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.14 CONTRACT CANCELLATION

The COUNTY may terminate this contract at any time by providing 30 days' notice in writing from the COUNTY to the CONTRACTOR. If the contract is terminated by the COUNTY as provided in this section, the COUNTY shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.16 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.17 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its bid herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this IFB may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this IFB begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all bids, to waive minor informality in bids and to reject bid with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render bid non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the bid are printed double-sided.
7. **SMALL BUSINESSES:** Pursuant to General Statute 143-48, the County invites and encourages participation in this procurement process by small business contractors.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this IFB and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR BID PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.
10. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the bid.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.
12. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County 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.

13. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **VENDOR REGISTRATION**: Vendors are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF BID

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this bid, the undersigned vendor certifies that this bid is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- _____ The County has the right to reject any and all bids or reject specific bids with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a bid packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the items/services specified in the IFB.
- _____ This bid was signed by an authorized representative of the Contractor.
- _____ The potential Contractor has determined the cost and availability of all materials and supplies associated and any services outlined herein.
- _____ All labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ The potential Contractor agrees to the conditions as set forth in this IFB with no exceptions.
- _____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing IFB, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) bid prior to submittal shall render the bid invalid and it WILL BE REJECTED.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT C: BID COST

List and specify equipment, maintenance, and fuel cost. Prices shall be based using Fayetteville OPIS average plus a fee per gallon. This cost will include all freight and miscellaneous fees associated with fuel deliveries.

Specify changes in cost that are based on volume.

Ultra Low Sulfur Diesel Fuel (ULSD) Dyed Red 15 ppm	\$ _____ per gallon
Ultra Low Sulfur Diesel Fuel (ULSD) Highway Use	\$ _____ per gallon
Unleaded 87 E-10	\$ _____ per gallon
Diesel Exhaust Fluid	\$ _____ per gallon

Identify all associated costs to the County that will be charged by vendor but will be required (example, permit requirements).

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.
- ☐ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.
- ☐ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the vendor]