Invitation to Bid (ITB)

Bid Title: 2025 South Park Field 3 Fence Replacement Project

Notice is hereby given that the Town of Fuquay-Varina, North Carolina is seeking bids for the replacement of the fencing on South Park Field 3.

BIDS WILL BE ACCEPTED UNITL:

Friday, MAY 30th, 2025 no later than 2:00 PM (EST)

Bids should be addressed and hand-delivered or mailed to:

Town of Fuquay-Varina – Parks, Recreation & Cultural Resources

Attn: Jonathan Cox, PRCR Director

134 N. Main Street, Fuquay-Varina, NC 27526

Vendors may also submit bids electronic through the North Carolina electronic Vendor Portal Home · eVP

The responsibility for submitting a response to this ITB at the Town of Fuquay-Varina, on or before the stipulated time and date will be solely and strictly the responsibility of the bidder.

Any bids received after stipulated time and date will not be accepted, nor opened, and will be returned.

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The 2025 South Park Field 3 Fence Replacement Project consists of the removal of existing and installation of fencing components at South Park field 3. South Field 3 is located at 900 South Main Fuquay-Varina, NC 27526

Proposed work to be performed by contractor includes:

a. Purchasing, supplying, and installing the fencing with all fittings and materials required for complete installation in compliance with all requirements of this project.

b. Removal of all existing chain link, excluding the dugout structures.

c. Removal of all existing gates and post excluding the back stop post. The back stop framing will remain in place.

d. Back stop posts are to be cleaned, prepped, and repainted black with two coats of oil-based enamel paint.

e. Removal and disposal of any and all construction waste.

f. Install 2 black commercial grade chain link double gates to previous locations.

g. Install 4 black commercial grade chain link single gates to the existing dugout structures.

h. Fence fabric shall be 2 ¼ x 6' or 8' tall (reference plan below) 9 gage, black in color. Footers for all posts are to be 2500 psi concrete.

i. No tension wires are to be utilized; top and bottom rail supports are to be installed at a distance not to exceed ten feet.

j. The Contractor shall dig out all material, including concrete where posts are to be removed. Unused holes shall be packed down level with screened dirt.

k. Each new post shall be installed 2' – 3 ½' in the ground, depending on size, with a stone footing, concrete meeting a minimum of 2500 PSI and packed soil. Post spacing shall be 8' maximum.

l. All materials, hardware, tools, and power shall be furnished by the Contractor in order to complete this project with turnkey workmanship.

m. Any damages caused by the Contractor shall be the Contractor's responsibility to fix or replace at the Town's discretion.

n. The Contractor shall field verify all measurements and details.

o. Time is of the essence. Contractor will have 60 days to complete the project once the Notice to Proceed has been issued by the Town.

Other project responsibilities of the contractor include:

a. Complying with Town Standards and all contract requirements

b. Providing and maintaining project schedule for performance of all required project work, including all material acquisition and delivery and permitting and inspection requirements

c. Contacting North Carolina 811 (NC811) One Call Center not less than 48 hours in advance of any planned excavation and complying with all utility locating and protection requirements. Locations of existing underground utilities have not been investigated and are not shown in plans or exhibits provided by Town.

d. Any bid received at $40,000 dollars or greater will require the bidder to have a North Carolina General Contractors License and provide a copy with the bid submittal.

e. Site visits will be available May 22, 2025 between 8AM – 3PM. Bidders must schedule in advance by contacting Chris Newsome at 919-356-8352. Prospective bidders are urged and cautioned to visit the site of the project and apprise themselves of all conditions which will affect the performance of the work called for or reasonably implied by the RFQ. Site visits for this proposal will take place at 900 S. Main Street, Fuquay-Varina, NC. Submission of a bid shall constitute sufficient evidence of tis compliance and no allowance will be made for unreported conditions, which a prudent bidder would recognize as affecting the performance of the work called for in this invitation for proposals. Visited job site: (yes/no) Date: _____.

f. Any bid received at $40,000 dollars or greater will require the bidder to have a North Carolina General Contractors License and provide a copy with the bid submittal.

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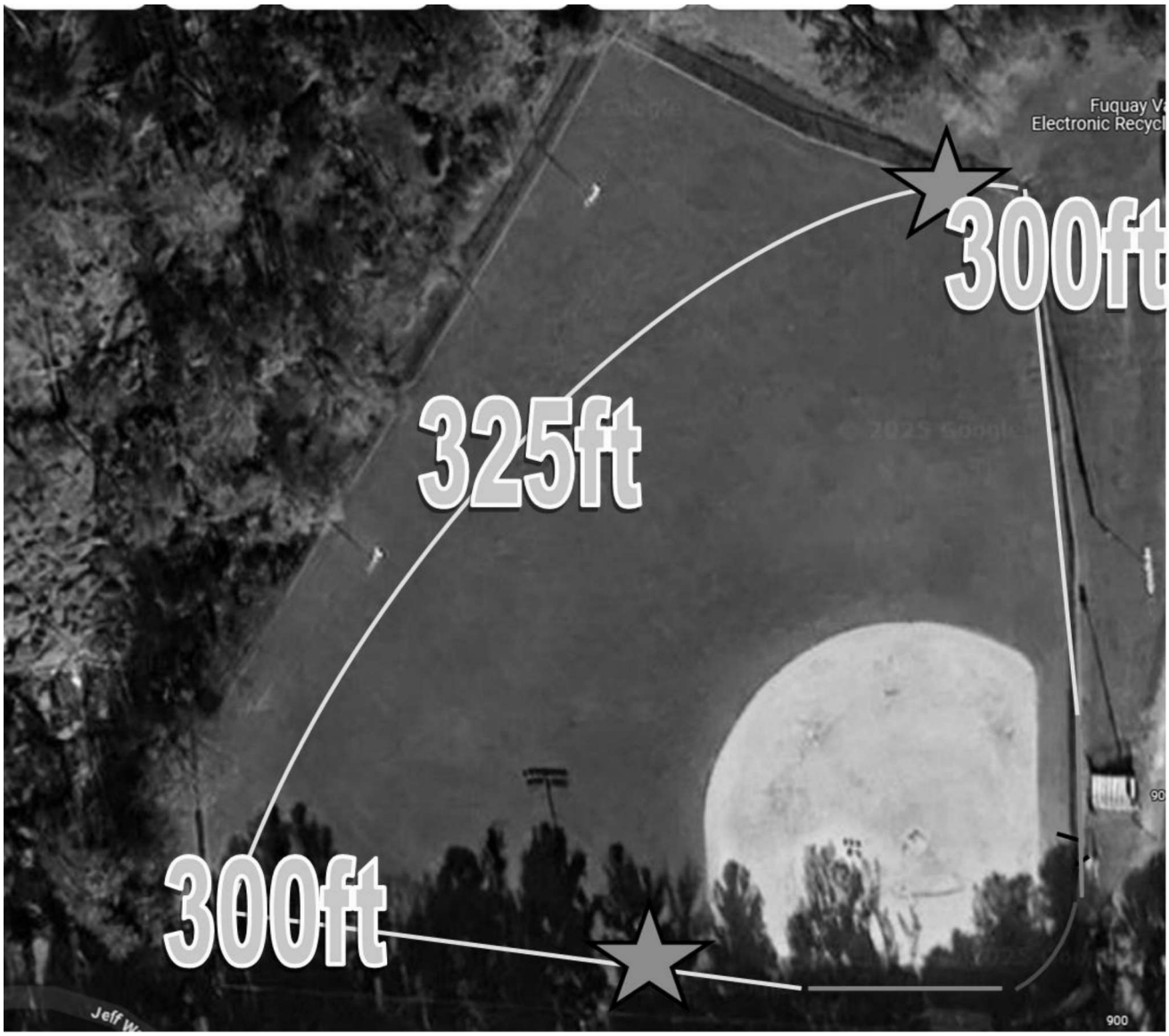
BID FORM

2025 South Park Field 3 Fence Replacement Project as specified on Pages 2 and 3 of this bid document.	
Materials (Include FOB shipping if applicable)	$ _____
Labor	$ _____
TOTAL COST	**$ _____**



★ Double gates

Yellow—6ft black chain link commercial grade fence

Blue—8ft Black chain link commercial grade fence

Red—Back stop commercial grade fence

NOTICE TO BIDDERS: Do not include taxes in your bid pricing. Any and all tax imposed upon any article on which you are bidding are only to be shown as separate line items on invoices, and in no case are taxes to be included with your bid price. Failure to comply with these conditions will be considered grounds for rejection.

AWARD OF BID

1. **Standard for Acceptance of Informal Bid for Award Contract**: The Town reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the Town of Fuquay-Varina. The award shall be made to the lowest responsible bidder or bidders taking into consideration, quality, performance and the time specified in the proposal for the performance of the contract.
2. **Delivery**: All items are to be delivered **FOB destination, freight prepaid and allowed** to the location provided when ordered. All items are to be delivered safely, or shipped in a protective carton, fully assembled, and serviced ready for operation.
3. **Payment Terms**: Payment terms of Net 30 days from the date of receipt of invoice will apply to all invoices. Payment term discounts will be allowed for prompt payments but will not be a consideration for award.
4. **How to Submit Informal Bids**: Informal Bids/Quotes shall be emailed or faxed to the bid agent indicated below.
5. **Contact**: Any and all questions, concerns, or request for additional information shall be directed to the Town of Fuquay-Varina, to the attention of the contact as indicated below:

Name:	Chris Newsom
Title:	Assistant Director- Parks, Grounds & Public Buildings
Email:	cnewsom@fuquay-varina.org

6. **Terms and Conditions: Acceptance** of the Town's Purchase Order includes acceptance of all applicable Terms and Conditions. The Town's Purchase Order Terms & Conditions are provided below for your information

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INSTRUCTIONS TO BIDDERS

Carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein.

1. **PURPOSE:**
The purpose of this document is to provide general and specific information for the use by suppliers in submitting a bid to supply the Town of Fuquay-Varina with apparatus, supplies, material and equipment, and /or services listed above. All bids and contracts are governed by Town policy, and /or by Section 143-129 of the North Carolina General Statutes.

2. **BID CONTACT:**
Any and all questions, concerns, or request for additional information shall be directed to the Town of Fuquay-Varina's Finance Department to the attention of the Bid Agent as indicated below:

3. **BID SCHEDULE:**
Listed below are the dates and times by which stated actions must be taken or completed. The Town may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are Eastern standard times.

Action	Time	Date
Bid issued	Not applicable	May 15, 2025
Pre-Bid Conference	Not Applicable	
Deadline for Questions	2:00pm	May 22, 2025
Bids Due	2:00pm	May 30, 2025
Anticipated Award		Jun 6, 2025

4. **PRE-BID CONFERENCE:**
If a pre-bid meeting is scheduled, the pre-bid meeting will be held at the time and place as stated above to discuss the specifications. Attendance at the pre-bid meeting is **not mandatory** for submitting a bid; however, it is highly encouraged. Questions or information needed for clarification may be emailed prior to the pre-bid meeting to the Bid Agent as indicated in Section 2 above or presented in writing at the pre-bid meeting. All items of concern will be discussed at the pre-bid meeting.

Site visits will be available May 22 between 8AM – 3PM. Bidders must schedule in advance by contacting Chris Newsome at 919-356-8352. Prospective bidders are urged and cautioned to visit the site of the project and apprise themselves of all conditions which will affect the performance of the work called for or reasonably implied by the RFQ. Site visits for this proposal will take place at 900 S. Main Street, Fuquay-Varina, NC. Submission of a bid shall constitute sufficient evidence of tis compliance and no allowance will be made for unreported conditions, which a prudent bidder would recognize as affecting the performance of the work called for in this invitation for proposals. Visited job site: (yes/no) Date: _____.

5. **BIDDER QUESTIONS:**
The Town is not liable for interpretations/misinterpretations or other errors or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the Town 's requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the Town clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification and technical questions to this bid must be received by the Town not later than the date shown above in Section 3, entitled "Bid Schedule", for the submittal of written inquires. The Bidders' failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders' acceptance of all Town 's requirements and terms and conditions.

6. **ADDENDUM:**
Bidders are solely responsible for making sure that any and all addenda have been received prior to submission of their bid. All addenda to this bid issued by the Town shall be posted to the Town's website at Bid Postings • Fuquay-Varina, NC • CivicEngage and NC eVP Solicitations · eVP All such addenda shall become part of the bid. **Bidder is to sign any and all addenda issued for the bid and submit it with the bid.** Failure to do so risks rejection of the bid.

7. **HOW TO PREPARE BID:**
Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

   a) **BID FORM:** Submit all prices and offers on the **BID FORM**(s) provided herein. All bids must be submitted and signed by the supplier or their authorized representative with all erasures or corrections initialed and dated by the authorized representative of the proposal.

   b) **SIGNATURE**: All bids must be signed by an authorized official of the company on the Bidders Signature Page. A bid may be rejected if it shows omissions, alterations of form, additions not called for in the conditional bid, or any irregularities.

   c) **TAXES**: **Do not include taxes in your bid prices.** Taxes must be itemized and added to invoices separately when invoicing the Town. The Town is required to pay sales tax. The Town is exempt from Federal Excise Tax and has a Federal Tax number.

8. **HOW TO SUBMIT BID:**

   a) **SUBMIT ALL BIDS ON THE BID FORM PROVIDED HEREIN.**

   b) **Provide (1) complete set of your bid on the BID FORM PROVIDED HEREIN in hard copy paper format (on 8-1/2" x 11" size paper, only bound with a single staple in the upper left corner or with a single removable clip—no 3-ring binders) and must be SEALED in an envelope. NO EMAIL OR FAX BIDS WILL BE ACCEPTED**. All Formal Bids (estimated to be greater than $90,000) must be submitted in a sealed envelope, plainly marked with the bid number, and date and time to be opened as shown below.

   c) All bids must be mailed or delivered as follows in sufficient time to ensure receipt by the Procurement Manager or Bid Agent on or before the time and the date specified on the Bid Form. Bids not received by the time and date specified on the Bid Form will not be opened or considered, unless the delay is a

result of the negligence of the Town of Fuquay-Varina, its agents, or assigns.

Mailing Address:
Town of Fuquay-Varina
Bid Name: 2025 South Park Field 3 fence replacement Project
Finance Department
Attn: Jonathan Cox
134 N. Main Street
Fuquay-Varina, NC 27526

9. **BID OPENING:**

a) All bids will be opened at the time and place shown on the enclosed Bid Form. No official award will be made at the Bid Opening. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**

b) Bidders may not review or request copies of bids at the Bid Opening. A time must be scheduled to meet with the Procurement Manager and/or Bid Agent for this purpose.

c) Bids will be examined by the Procurement Manager and/or Bid Agent and the using department officials promptly after the opening and an award made at the earliest possible date. No bids may be withdrawn after bid opening.

10. **AWARD OF BID:**

a) Standard of Bid Award Acceptance: The Town reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the Town of Fuquay-Varina. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.

b) Bid Prices: All items and products proposed in response to this Bid are to be new, in un-used condition unless otherwise noted in the Minimum Specifications. All prices proposed in response to this Bid are to include all transport, freight and fuel surcharges, and be delivered **FOB destination, freight prepaid and allowed** to the location provided on the Town Purchase Order. All items are to be packaged, and shipped or delivered safely in a protective carton, fully assembled and serviced, ready for use and operation. Bidders must submit product literature and manufacturer's specifications with their bid proposal. All supplies, equipment, and apparatus must meet all Federal, State, and Local safety regulations, requirements, and guidelines, such as OSHA, EPA, US DOT, NC-DOT, NFPA, UL, etc., if so regulated.

c) Order of Precedence: In cases of conflict between sections and provisions within the Bid document, the Order of Precedence will be 1) the Special Conditions section specific to the Bid; 2) the Minimum Specifications section specific to the Bid, 3) the Town of Fuquay-Varina Terms and Conditions; and 4) the Instructions to Bidders section of the Bid document.

d) Payment Terms: Payment terms of Net 30 days from the date of receipt of invoice, or upon acceptance of goods whichever is later, will apply to all invoices. Payment term discounts will be allowed for prompt payments but will not be a consideration for award. All invoices are to be emailed to invoices@fuquay-varina.org, or delivered to **Town of Fuquay-Varina, Accounts Payable Division, 134 N. Main Street, Fuquay-Varina, NC 27526.**

11. **SUBMITTING A PROTEST TO THE BID AWARD:**

A Bidder wishing to express a concern or complaint, and file a protest to a Bid Award, must submit in writing the reasons, information, and documentation for the protest to the Procurement Manager within 48 hours (two business days) from the date of the Notice of Intent to the Award. In the event of a protest, the Procurement Manager will notify the Finance Officer and the Town Manager of the protest and provide the information for

both the recommended award and the protest. The Town Manager will make a final decision for the bid award. The protesting bidder may appeal the decision to the Town Board.

12. **FAILURE TO BID:**
If the bid is not submitted, bidder should return the attached "NO BID RESPONSE" sheet, stating the reasons therefore, and indicate whether the business should be retained or removed from the Town 's Bidder's list.

13. **ERRORS IN BIDS:**

Bidders or their authorized representatives are expected to understand the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders owns risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

14. **ALTERNATE BIDS:**

DO NOT submit alternate bids unless called for on the bid proposal form. Alternate bids are those that are not identical by manufacturer and model to what is specified or has substantially different specifications. When alternate bids are requested, the bidder must submit documentation as a part of the bid to show that the product is comparable to the item(s) referred to in the specifications. Bidders may submit multiple bids on various manufacturers' brands/models meeting specifications if no specific manufacturer/model has been specified.

15. **BID OPTIONS:**

The Town reserves the right to request pricing on optional equipment or additional items along with the pricing for the main or primary product or items. At the discretion of the Town, some or all of the options requested may or may not be added and purchased based upon necessity and the availability of budgeted funds. The Bid Award will be made to the lowest responsible bidder for the main or primary product or items listed on the Bid Proposal Form. Pricing for any additional options will be requested in a separate section of the bid and will not be included in the determination of the Bid Award.

16. **QUANTITIES:**

The Town of Fuquay-Varina reserves the right to adjust quantities as needed, and to add additional items and/or products as needed, as determined to be in the best interest of the Town. The quantities stated herein, for term or multi-year contracts are estimated, and may change to be more or less over the term of the contract.

17. **TRADE SECRETS:**

This Bid document and all Bidders' responses and proposals received are considered public information, except for trade secrets specifically identified in writing by the Bidder, which will be handled according to State Statute or other laws. Any section of the bidder's response package that is deemed to be a trade secret by the bidder shall be submitted in an envelope clearly marked **"TRADE SECRET INFORMATION- DO NOT DISCLOSE."** The Town shall make a good faith effort to protect such confidential information.

18. **TERMS AND CONDITIONS:**

Acceptance of the Town 's Purchase Order includes acceptance of all applicable Terms and Conditions. The Town's Purchase Order Terms & Conditions are provided below for your information.

TOWN OF FUQUAY-VARINA, NORTH CAROLINA PURCHASE ORDER STANDARD TERMS AND CONDITIONS

In accepting this Purchase Order and procurement card transaction ("Order"), from Town of Fuquay-Varina, North Carolina (the "Town"), your company (the "Vendor") acknowledges and agrees to abide by the Terms and Conditions set forth below. Additional terms and conditions stated on the face of this Purchase Order shall take precedence over any conflicting terms and conditions stated below. Any terms and conditions not stated on the face of this Purchase Order but incorporated by reference therein shall be binding only if provided or signed by the Town and attached hereto. In the event that a binding written contract signed by both the Vendor and the Town exists, the terms and conditions of that contract shall supersede any conflicting terms and conditions below or on the face of this Purchase Order.

By acceptance of the purchase order and procurement card transaction "Order," from the Town of Fuquay-Varina (referred to as "Town"), the vendor (referred to as the "Vendor"), declares that the supplies, material, equipment, apparatus, or services will be furnished according to the following terms and conditions:

1. ACCEPTANCE: Acceptance of the Purchase Order includes agreeing to all terms, conditions, process, and delivery instructions included in the Town's solicitation, bid request or as shown on this Purchase Order. If Vendor refuses to accept this purchase order exactly as written, Vendor will return it at once with explanation. Any changes to this Purchase Order will be considered a 'Change Order' and requires the written acceptance of both parties to become effective. This will include product or service substitutions, and cost changes. The terms and conditions as stated in this Purchase Order govern in the event of conflict with any terms of Vendor's proposal and are not subject to change by reason of any written or verbal statements by Vendor or by any terms stated in Vendor's acknowledgment unless accepted in writing by the Town.

2. CHANGES: If Vendor refuses to accept this purchase order exactly as written, Vendor will return it at once with an explanation. Any changes to this Purchase Order will be considered a 'Change Order' and requires the written acceptance of both parties to become effective. This will include product or service substitutions, cost changes, and delivery schedule changes.

3. PURCHASE ORDER REQUIRED: The Town will not be responsible for any equipment, supplies, and/or services delivered without a Purchase Order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to the Town's rejection and shall be returned at the Vendor's expense. All packages must bear the correct Purchase Order number on the outside of each package or shipping container.

4. PURCHASE ORDER NUMBER: The purchase order number must appear on all invoices, packing slips, correspondence, and bills of lading.

5. PRICE: All goods and/or services must be billed to the Town at prices and quantities not to exceed those stated on the purchase order. All invoices, packages, shipping notices or the like affecting this order shall contain the applicable purchase order number. All prices are quoted F.O.B. Destination unless specifically indicated otherwise.

6. INVOICES: All invoices are to be mailed to the department listed under the "Send Invoices to" section on the purchase order. Invoices for partial shipments will be accepted and final invoices should indicate completion of order.

7. CASH DISCOUNTS: All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.

8. PAYMENT TERMS: The Town agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The Town does not agree to the payment of late charges or finance charges assessed by the Vendor for any reason. Invoices are payable in U.S. funds. Payment does not constitute acceptance. The Town's failure to accept or reject products shall not relieve Vendor from liability for products that are defective or do not meet specifications. Rejected products shall be returned to Vendor at Vendor's risk and expense.

9. TAXES: The Town is NOT Sales Tax-Exempt. Prices shown on the Town's purchase orders do not include tax; however, all applicable taxes shall be paid by the Town. Vendor shall itemize taxes on the vendor's invoice. It should be noted that the Town is exempt from Federal Excise Tax except as required to be paid by law.

10. AGREEMENT TERMS: Absent a negotiated contract, this purchase order is limited to the terms and conditions contained on the face and back hereof. Any additional or different terms in the Vendor's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. All delivery of goods and/or services shall conform to specifications, price, terms and conditions as set forth in this instrument. This purchase order including all contracts, references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the Town and the Vendor. 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 Town.

11. DELIVERY/ACCEPTANCE OF GOODS: All quotations are solicited on a delivered price basis. When the Town accepts a quotation not including all shipping charges, your claim for reimbursement must be itemized on the invoice and supported with a copy of the original freight bill. The packing list shall be enclosed in each box or package. All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the

quantities specified. The Town shall have the right to inspect and test all items supplied under the order before making acceptance. Risk of loss and title to all goods received shall remain with the Vendor until the Town has made acceptance. Rejected goods shall be returned to the Vendor at Vendor's risk and expense. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the Town may have against the Vendor.

12. HAZARDOUS CHEMICALS: The Vendor 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.

13. MATERIAL SAFETY DATA SHEETS (MSDS): The Vendor shall ensure that the Town is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.

14. REIMBURSEMENT TO THE TOWN: The Vendor shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Purchase Order and will reimburse the Town for the replacement value of its loss or damage.

15. WARRANTY: The Vendor expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the Town 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 Town. The Vendor also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold the Town harmless in the event of any infringement or claim thereof. Additionally, Vendor warrants that the goods are free and clear of all liens and encumbrances and that Vendor has a good and marketable title to the same.

16. VENDOR FAILURE TO DELIVER: In the event of Vendor's failure to deliver as and when specified, or to perform as and when specified, the Town reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Vendor agrees that the Town may return part of any shipment so made and may charge Vendor with any loss expense sustained as a result of such failure to deliver or perform.

17. SERVICES PERFORMED: All services rendered under this agreement will be performed at the Vendor's own risk and the Vendor expressly agrees to indemnify and hold harmless the Town, 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.

18. VERBAL AGREEMENT: The Town will not be bound by any verbal agreements.

19. CANCELLATION: The Town 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 Vendor 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 Vendor not to perform as agreed. The Town reserves the right to cancel or otherwise rescind a Purchase Order based on the Town's best interest.

20. INDEPENDENT CONTRACTOR: It is mutually understood and agreed the Vendor is an independent contractor and not an agent of the Town, and as such, Vendor, his or her agents and employees shall not be entitled to any Town employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

21. ASSIGNMENT: Neither this Purchase Order nor any interest therein nor shall any claim arising hereunder be transferred or assigned by Vendor without the prior written consent of the Town. Vendor may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the Town's warranty, without the approval of Town.

22. INDEMIFICATION – INFRINGEMENT: Vendor will defend, indemnify, and save the Town harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.

23. INDEMNIFICATION – DAMAGES: If any product provided hereunder is defective in any respect whatsoever, Vendor will defend, indemnify, and save Town harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.

24. INDEMNIFICATION – CONSEQUENCES OF ACTIONS: **I**f Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the Town from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that may result in whole or in part from the performance thereof.

25. INTELLECTUAL PROPERTY: All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, trademarks, service marks, and trade secrets invented, developed, created, or discovered in performance of this purchase order shall be the property of the Town.

26. USE OF TOWN NAME OR LOGO: Vendor agrees not to release any advertising or other materials using the Town's trademark, quoting the opinion of any Town employee or implying in any way that the Town indorses Vendor or its products or services.

27. FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Except at otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Purchase Order, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Purchase Order must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Purchase Order by this provision.

28. APPLICABLE LAWS: By acceptance of this order, Vendor 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 the Town against any loss, cost, liability or damage by reason of Vendor's violation of any laws.

29. GOVERNING LAW: All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Wake, State of North Carolina.

30. NON-DISCRIMINATION: The Town does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the Town are expected to fully comply with the Town's non-discrimination policies.

31. E-VERIFY: By acceptance and delivery of the goods pursuant to this purchase order, Vendor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. Vendor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

32. PUBLIC RECORD: Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the Town is not public information and will not be released to the public by the Town. The Town will notify Vendor of any public records request for any confidential commercial or financial information, trade secrets, or proprietary information which Proposer has previously marked "Confidential", and if Vendor objects to the disclosure of any of the records responsive to the request, Vendor will notify the Town in writing within forty-eight (48) hours. If so notified, the Town will not disclose the records until ordered to do so by a court of competent jurisdiction, and Vendor will enter an appearance as a party in-interest and defend the Town in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Vendor objected. Vendor will indemnify, save harmless, and pay any and all attorney's fees incurred by the Town and any attorney's fees it is ordered to pay to any person(s) or organization(s) as a result of Vendor's objection to the release of the public records. Vendor will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the Town incurs as a result of Vendor's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

33. FEDERAL OR STATE STATUTE: Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation has or does occur, Vendor will indemnify and save the Town harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation.

34. IRAN DIVESTMENT ACT CERTIFICATION: By acceptance of this Purchase Order and as of the date of this Purchase Order, Vendor certifies it is not listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 147-86.58 and that the Vendor will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals obligated to this Purchase Order on behalf of the Vendor certify that they are authorized by the Vendor to make this certification.

35. GIFTS AND FAVORS: Vendor shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32. 36. COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION: Vendor 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.

37. UNIFORM ADMINISTRTIVE REQUIREMENTS FOR FEDERAL FUNDS: 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 C.F.R. §200.2324). In addition to printed PO Terms & Conditions, FEMA contract provisions found in FEMA Contract Provisions Template at the link below apply to purchases, as does ability to terminate due to cause/convenience. (FEMA T&Cs)