



## **Informal Bid**

**#274-2026-105-TB**

**Bid Title: 17,000 GVWR Wood Floor Tilt Equipment Trailer**

Notice is hereby given that the City of Raleigh, North Carolina, is seeking bids. This contract is for a one-time purchase of Three (3) 17,000 GVWR Wood Floor Tilt Equipment Trailer(s).

**BIDS WILL BE ACCEPTED UNTIL 2:00 PM (EDT), May 8th, 2026**

Bids may be emailed directly to: [Thomas.Battistel@raleighnc.gov](mailto:Thomas.Battistel@raleighnc.gov)

**The responsibility for submitting a response to this Informal Bid at the City of Raleigh, Procurement Division on or before the stipulated time and date will be solely and strictly the responsibility of the bidder. Any proposals received after stipulated time and date will not be accepted. The time stamp located in the Procurement Division shall be the official time of receipt.**

**INFORMAL BID RESPONSE FORM**

**Bid No.:** 274-2026-105-TB  
**Bid Title:** 17,000 GVWR Wood Floor Tilt Equipment Trailer

Pursuant to North Carolina General Statutes § 143-131, as amended, the City of Raleigh is soliciting written bids, subject to the conditions herein, to furnish the apparatus, supplies, materials, equipment and/or repair work and services described in this solicitation. Sealed bids and public bid openings are not required for informal solicitations under § 143-131. Written bids will be received by the City of Raleigh Procurement Division until the date and time specified herein.

In compliance with this solicitation and subject to all conditions contained herein, the undersigned Supplier offers and agrees, if this quote is accepted, to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item and within the time specified herein. By submitting this quote, the undersigned Supplier certifies that the quote is submitted competitively and without collusion; that the Supplier has reviewed and understands the specifications and requirements; and that, to the best of the Supplier's knowledge and belief, the Supplier and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal or State department or agency.

**Failure to execute/sign bid prior to submittal shall render the bid invalid, and it WILL BE DEEMED NON- RESPONSIVE and WILL BE REJECTED. Late bids cannot be accepted.**

SUPPLIER NAME:		
STREET ADDRESS:		
CITY & STATE:	STATE:	ZIP CODE:
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF SUPPLIER:		
SUPPLIER'S AUTHORIZED SIGNATURE:	DATE:	
CONTACT NAME (if different from above):		
EMAIL ADDRESS:	TELEPHONE NUMBER:	

**City of Raleigh**  
**17,000 GVWR Wood Floor Tilt Equipment Trailer**  
**Informal BID Request No: 274-2026-105-TB**

**INFORMAL BID FORM**

Quantity	Unit of Measure	Item Description	Unit Price	Extended Price
3	Each	17,000 GVWR Wood Floor Tilt Equipment Trailer and accessories as noted and specified in the specifications below	\$ _____	\$ _____
			<b>Total Bid Amount</b>	\$ _____ <b>FOB DESTINATION</b>
<b>Warranty Information:</b>				
<b>Delivery Lead Time:</b>				

INSTRUCTIONS TO BIDDERS: Bidders must provide Manufacturer, Make/Model Number, Warranty length, and the anticipated timeframe for delivery upon receipt of a City purchase order. Total Bid Amount includes ALL fees and costs related to product delivery less taxes. 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.

---

**FAX COPIES OF BIDS ARE NOT ACCEPTABLE**

**NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM**

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF RALEIGH**  
**MINIMUM SPECIFICATIONS**

It is the intent of these specifications to describe the minimum requirements and standards for **17,000 GVWR Wood Floor Tilt Equipment Trailer** to be purchased for the City of Raleigh. All items described within the specifications must be new, unused, and of the manufacturer’s latest design and model, unless otherwise specified. All standard equipment and accessories must be provided. All necessary accessories and parts not included but needed for the full use and operation of the item(s) specified, must be supplied. Unnecessary, optional items may be priced separately if not specified. All items and product prices proposed in response to this Bid are to include all transport, freight and fuel surcharges, and be delivered FOB Raleigh, North Carolina to the location provided on the City Purchase Order. All items are to be delivered safely, or shipped 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, US DOT, NC-DOT, NFPA, UL, etc., if so regulated.

All vendors and contractors, the bids submitted, and the items and equipment proposed, must meet the minimum requirements and specifications below.

		Meets Minimum Requirements		
Minimum Specification		Yes	No	Exceptions
<b>Dimensions &amp; Capacity</b>				
GVWR	Minimum of 17,000lbs.	<input type="checkbox"/>	<input type="checkbox"/>	
Deck Length	Minimum of 22 ft total Minimum of 8 ft stationery and minimum of 14 ft 6 inches hydraulic tilt deck	<input type="checkbox"/>	<input type="checkbox"/>	
Deck Width	Minimum 82 inches Between Fenders	<input type="checkbox"/>	<input type="checkbox"/>	
Deck Height	Minimum of 26 inches	<input type="checkbox"/>	<input type="checkbox"/>	

		Meets Minimum Requirements		
Minimum Specification		Yes	No	Exceptions
<b>Construction &amp; Materials</b>				
Frame	6 inch channel Main frame with 3 inch channel crossmembers spaced approx. 12 Inch spaced 12 Inch on Center	<input type="checkbox"/>	<input type="checkbox"/>	
Tongue	6 Inch Channel Wrap-around Design	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring	2 Inch treated wood deck	<input type="checkbox"/>	<input type="checkbox"/>	
Finish	Primed and coated with two coats of automotive-grade enamel	<input type="checkbox"/>	<input type="checkbox"/>	

Color:	Black	<input type="checkbox"/>	<input type="checkbox"/>
--------	-------	--------------------------	--------------------------

		Meets Minimum Requirements		Exceptions
Minimum Specification		Yes	No	
<b>Running Gear</b>				
Axles	Two (2) 8,000 lb. E-Z Lube Axles (or equivalent).	<input type="checkbox"/>	<input type="checkbox"/>	
Suspension	Heavy-duty slipper spring suspension	<input type="checkbox"/>	<input type="checkbox"/>	
Wheels:	Steel mod wheels (White or silver)	<input type="checkbox"/>	<input type="checkbox"/>	
Tires	215/75 R 17.5, load range H	<input type="checkbox"/>	<input type="checkbox"/>	

		Meets Minimum Requirements		Exceptions
Minimum Specification		Yes	No	
<b>Coupler &amp; Safety</b>				
Hitch	Adjustable Pintle Hitch	<input type="checkbox"/>	<input type="checkbox"/>	
Safety Chains	Heavy-duty safety chains included	<input type="checkbox"/>	<input type="checkbox"/>	

		Meets Minimum Requirements		Exceptions
Minimum Specification		Yes	No	
<b>Brakes &amp; Lighting</b>				
Brakes	All-Wheel electric brakes	<input type="checkbox"/>	<input type="checkbox"/>	
Lighting	Lifetime LED lights, sealed modular wiring harness	<input type="checkbox"/>	<input type="checkbox"/>	

		Meets Minimum Requirements		Exceptions
Minimum Specification		Yes	No	
<b>Trailer-Mounted Pump, Tank &amp; Reel</b>				
Water Tank	65-Gallon Plastic Water Tank	<input type="checkbox"/>	<input type="checkbox"/>	
	Mounted at front of stationary trailer Deck (Exhibit 1)	<input type="checkbox"/>	<input type="checkbox"/>	
	Securely Mounted	<input type="checkbox"/>	<input type="checkbox"/>	
Hose Reel Assembly	Manual Hand-Crank hose Reel	<input type="checkbox"/>	<input type="checkbox"/>	
	Mounted at front of stationary trailer Deck (Exhibit 1)	<input type="checkbox"/>	<input type="checkbox"/>	
	Reel Capacity of minimum 100 ft hose	<input type="checkbox"/>	<input type="checkbox"/>	
	Minimum hose rating of 60psi working pressure	<input type="checkbox"/>	<input type="checkbox"/>	

	Quick-disconnect fitting at pump outlet	<input type="checkbox"/>	<input type="checkbox"/>	
	Strain Relief on hose connection	<input type="checkbox"/>	<input type="checkbox"/>	
	Drip stop or check valve	<input type="checkbox"/>	<input type="checkbox"/>	
Pump	Delavan 5850-201E PowerFLO Electric Diaphragm pump (or Equivalent)	<input type="checkbox"/>	<input type="checkbox"/>	
	12 VDC Power	<input type="checkbox"/>	<input type="checkbox"/>	
	Minimum flow rate of 5 GPM	<input type="checkbox"/>	<input type="checkbox"/>	
	Minimum pressure rating of 60PSI	<input type="checkbox"/>	<input type="checkbox"/>	
Pump mounting	Installed inside Trailer Tongue Toolbox	<input type="checkbox"/>	<input type="checkbox"/>	
	Vibration-isolated Base	<input type="checkbox"/>	<input type="checkbox"/>	
	Plumbing Routed to prevent abrasion	<input type="checkbox"/>	<input type="checkbox"/>	
	Electrical wiring protected from weather and mechanical damage	<input type="checkbox"/>	<input type="checkbox"/>	
	Rubber grommets installed where wiring / plumbing passes through metal	<input type="checkbox"/>	<input type="checkbox"/>	
Power Sources	7-pin RV connector or auxiliary circuit	<input type="checkbox"/>	<input type="checkbox"/>	
	Pin 4 as charge supply	<input type="checkbox"/>	<input type="checkbox"/>	
Onboard Power	12V Deep-cycle Battery installed	<input type="checkbox"/>	<input type="checkbox"/>	
	Battery installed inside toolbox	<input type="checkbox"/>	<input type="checkbox"/>	
	Battery capable of stand-alone pump operation	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical Isolation	Battery Isolator, voltage sensing relay or DC-DC charger installed	<input type="checkbox"/>	<input type="checkbox"/>	
	Back-feed prevention	<input type="checkbox"/>	<input type="checkbox"/>	
	Provides controlled charging of trailer battery	<input type="checkbox"/>	<input type="checkbox"/>	
	Minimum device rating of 30A continuous (or higher than alternator charge line capacity)	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical protection	Charge line fuse: 20-30A (per isolator/charger requirements)	<input type="checkbox"/>	<input type="checkbox"/>	
	Pump circuit fuse: 15A	<input type="checkbox"/>	<input type="checkbox"/>	
	Charge line fuse within 7inches of battery	<input type="checkbox"/>	<input type="checkbox"/>	
	Battery leads fused within 7 inches of connection	<input type="checkbox"/>	<input type="checkbox"/>	

Wiring Requirements	Minimum 12 AWG Conductors for pump and charge circuits (or 10 AWG if cable runs exceed ~15ft / voltage drop is greater than 3%)	<input type="checkbox"/>	<input type="checkbox"/>	
Pump Control	Weatherproof On/Off switch	<input type="checkbox"/>	<input type="checkbox"/>	
	Switch Mounted on exterior of toolbox	<input type="checkbox"/>	<input type="checkbox"/>	
	Switch interrupts pump power regardless of power source	<input type="checkbox"/>	<input type="checkbox"/>	
	Switch clearly labeled	<input type="checkbox"/>	<input type="checkbox"/>	
Additional Features	Hydraulic Tilt deck with dual cylinders	<input type="checkbox"/>	<input type="checkbox"/>	
	Diamond Plate Fenders	<input type="checkbox"/>	<input type="checkbox"/>	
	Stake Pockets with rub Rail	<input type="checkbox"/>	<input type="checkbox"/>	
	Full reflective tape for DOT Compliance	<input type="checkbox"/>	<input type="checkbox"/>	

*Remainder of this page intentionally left blank*

**Exhibit 1 – Example of reel and tank positioning**



*Remainder of this page intentionally left blank*





**CITY OF RALEIGH  
NON-DISCRIMINATION ASSURANCES**

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

SIGNATURE: \_\_\_\_\_  
(President/Authorized Officer)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**CITY OF RALEIGH  
INSTRUCTIONS TO BIDDERS**

**PURPOSE:**

The purpose of this document is to provide general and specific information for the use by vendors in submitting a bid to supply the City of Raleigh with apparatus, supplies, material and equipment, and /or services listed above. Some bids are governed by Section 143-129 and 143-131, of the North Carolina General Statutes.

**BID SCHEDULE:**

Listed below are the dates and times by which stated actions must be taken or completed. The City 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		April 15 <sup>th</sup> , 2026
Deadline for Questions	3:00 PM	April 24 <sup>th</sup> , 2026
Bids Due	2:00 PM	May 8 <sup>th</sup> , 2026

**HOW TO PREPARE INFORMAL BIDS:**

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.

1. All informal bids must be submitted on the document(s) provided herein and signed by the vendor or his authorized representative with all erasures or corrections initialed and dated by the Official authorized representative of the proposal.
2. All informal bids must be signed by an authorized official of the firm. A bid may be rejected if it shows omissions, alterations of form, additions not called for, conditional bid, or any irregularities.
3. **TAXES: Do not include taxes in your bid figures.** The City pays sales tax and you should add this to your bid figures separately when invoices are paid. The City is exempt from Federal Excise Tax and has a Federal Tax number.
4. **NON-DISCRIMINATION:** The **NON-DISCRIMINATION ASSURANCES** form included in the bid package is a condition of the bid and must be completed and signed by the bidder.
5. **MWBE POLICY:** The City of Raleigh prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The City of Raleigh encourages participation by certified minority and women-owned businesses. If there are any questions, Contact the MWBE Program Manager, PO BOX 590 Raleigh, NC 27602, [mwbe@raleighnc.gov](mailto:mwbe@raleighnc.gov), or 919-996-4330.
6. **SUSTAINABILITY:** The City recognizes that the types of products and services the City buys have inherent social, human health, environmental and economic impacts, and asks that all vendors and bidders providing and proposing products and services to the City, be mindful of the City’s Sustainability Policy and provide and propose products and services that embody

the City's commitment to sustainability whenever possible.

7. IRAN DIVESTMENT

Bidder certifies that it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, CONTRACTOR shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List

8. COMPANIES THAT BOYCOTT ISRAEL:

The bidder 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

**BID OPENING:**

Bid openings are not required for informal solicitations under § 143-131

**AWARD OF BID**

1. **Standard for Acceptance of Informal Bid for Award Contract:** The City 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 City of Raleigh. 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. **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 City 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
3. **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.
4. **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. All invoices are to be emailed to [accountspayable@raleighnc.gov](mailto:accountspayable@raleighnc.gov) or delivered to **City of Raleigh, Accounts Payable Division, PO Box 590, Raleigh, NC 27602-0590.**
5. **Bid Award Approval:** The Procurement Manager has delegated authority from the City Council to award bids for supplies, equipment, and apparatus less than \$90,000. Bids will be approved and awarded by the the Procurement Manager
6. **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.
7. **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
8. **Bid Options:** The City 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 City, 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.
9. **Quantities:** The City of Raleigh 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 City. 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

10. **Price Adjustments:** For Bids with fixed price contract periods, it is the City's intent to contract at a fixed price for a period of one (1) year, with an option to extend the contract for three (3) additional one (1) year periods. The price proposed by the Bidder is to remain fixed for the first 1-year (12-month) period of the contract.

Any requested price increase must be fully documented and submitted to the Bid Agent or the Procurement Manager at least sixty (60) days prior to the bid contract expiration date. Any approved price adjustment (increase or decrease) will then become effective beginning the next term period.

The City reserves the right to accept or to refuse any documented price adjustment submitted by the Supplier/contractor for any reason as determined to be in the best interest of the City. In the event the City does not accept the proposed price adjustment for the extended term, the Bid contract will not be renewed, and the City will rebid the product or item(s). Any Bid contract extension is subject to the continuation of need and usage by the City and the appropriation of funds

11. **Termination Of Contract Resulting From This ITB:** The City of Raleigh reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Supplier to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the City will provide written notice to the Supplier, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

- a. The Supplier provides product that does not meet reasonable quality standards and is not remedied in a timely manner.
- b. The Supplier fails to ship the products or provide the delivery within a reasonable amount of time;
- c. The City has reason to believe the Supplier will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Supplier fails to respond.
- d. The Supplier fails to observe any of the material terms and conditions of the Contract.
- e. The Supplier fails to follow the established procedure for ordering and invoicing as established by the City and the Supplier in the Contract.
- f. The Supplier fails to report quarterly sales;
- g. Upon receipt of the written notice of concern, the Supplier shall have ten (10) business days to provide a satisfactory response to the City. Failure on the part of the Supplier to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within thirty (30) days, contract will be terminated.
- h. Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the City. The City reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Supplier is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.
- i. The City reserves the right to cancel or suspend the use of any Contract resulting from this ITB if the Supplier files for bankruptcy protection or is acquired by an independent third party. Awarded Supplier will be responsible for disclosing to the City any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.
- j. The City may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.
- k. Events of Automatic termination to include, but not limited to:
  - l. Supplier's failure to remedy a material breach of a Contract resulting from this ITB within thirty
  - m. (30) days of receipt of notice from the City specifying in reasonable detail the nature of
  - n. such breach; and/or,
  - o. Receipt of written information from any authorized agency finding activities of the Supplier engaged in pursuant to a Contract resulting from this ITB to be in violation of the law

12. **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 City shall make a good faith effort to protect

such confidential information

13. **How to Submit Informal Bids:** Informal Bids/Quotes shall be emailed to the bid agent indicated below.
14. **Contact:** Any and all questions, concerns, or requests for additional information shall be directed to the City of Raleigh, Purchasing Division, to the attention of the Bid Agent as indicated below:

Bid Agent:        Thomas Battistel  
                         Procurement Analyst  
                         Email: Thomas.battistel@raleighnc.gov

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

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY



Rev. 02/07/19

## CITY OF RALEIGH PURCHASE ORDER TERMS & CONDITIONS

1. **Vendor quotes or proposals are referenced for scope only.** City of Raleigh Purchase Order Terms & Conditions exclusively governs this purchase.
2. All invoices are to be sent by email to: [accountspayable@raleighnc.gov](mailto:accountspayable@raleighnc.gov) . Or, mail or deliver all invoices to the **City of Raleigh, Accounts Payable, PO Box 590, Raleigh NC 27602-0590.**
3. **Important: All invoices must include a unique invoice number and this Purchase Order number.** Invoices submitted without the unique invoice number or without the correct purchase order number will result in delayed payment.
4. Invoices for partial deliveries must be indicated as such.
5. The Vendor must provide separate invoices for each Purchase Order number.
6. **The City of Raleigh is not exempt from North Carolina State Sales Tax, Wake County Sales Tax, and Wake County Prepared Meals and Hotel Room Taxes.** These taxes must be correctly invoiced to the City for payment. Taxes shown on the purchase order are approximate.
7. The City of Raleigh is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item. Tax Exemption Certificates will be furnished upon request.
8. Payment term discounts will be deducted as provided for on the front of this Purchase Order or in accordance with the terms of your official quotation or bid. **Net purchases will be paid 30 days from the date of your invoice, or upon acceptance of goods whichever is later.**
9. **Important: All packages must bear the correct Purchase Order number on the outside of each package or shipping container.**
10. The City of Raleigh will not be responsible for any goods delivered without a Purchase Order having been issued.
11. The conditions of this order cannot be modified except by written amendment in the form of a "Corrected Purchase Order" which has been approved by the City of Raleigh's Purchasing Manager.
12. Any rejected materials will be returned to the Vendor at the Vendor's risk and expense.
13. In the event of a Vendor's failure to deliver or perform as specified, the City reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Vendor agrees that the City may return part or all of any shipment and may charge the vendor with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.
14. In case of default of the contractor, the City may procure the articles or services from other sources and charge the Vendor damages for any excess costs or other damages caused by the default.
15. It is agreed that the goods, materials, equipment or services provided shall comply with all Federal, State or local laws, and that the Vendor shall defend actions or claims brought, and save harmless the City, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
16. All prices must be F.O.B. Destination and delivered to the destination indicated on the front of the purchase order. Where specific purchase is quoted or negotiated F.O.B. Shipping Point, the vendor is to prepay the shipping charges and add them to the invoice.
17. The risk of loss and damage to the goods which are the subject of this order shall be the Vendor's until the goods are delivered to the destination set out in the order and accepted by the purchaser or its representative.
18. The Vendor acknowledges that it is the policy of the City of Raleigh to avoid commercial promotion of products used by the City or the vendors of such products. The Vendor accordingly agrees not to solicit, use, or disseminate commercial advertisement founded upon the City's purchase and/or use of the goods which are the subject of this order, and specifically agrees not to seek or use for advertising purposes the endorsement of goods or products by City officers or employees.
19. The City may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous customer, practice or course of dealing to the contrary. **Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order.**
20. All matters relating to this Purchase Order shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
21. Notwithstanding any other provisions of this Purchase Order, this Purchase Order and all materials submitted to the City by the Vendor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Vendor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Vendor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Purchase Order. To the extent that any other provisions of this Purchase Order conflict with this paragraph, the provisions of this section shall control.
22. **Non-discrimination** - To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.
23. **Insurance** – If performing services under this Purchase Order the Vendor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Purchase Order the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Vendor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Purchase Order:

- a. Workers' Compensation Insurance - Vendor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than \$1,000,000 each accident, each employee and policy limit.
- b. Commercial General Liability - Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c. Commercial Automobile Liability - Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Vendor does not own automobiles, Vendor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Purchase Order and/or are brought on a COR site.
- d. Additional Insured - Vendor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Raleigh as its interest may appear'.
- e. Umbrella or Excess Liability - Vendor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Vendor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.
- f. Professional Liability - Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.  
The City reserves the right to require a Certificate of Insurance meeting the minimum coverage and requirements of this section. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Vendor's insurer. If Vendor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Vendor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:  
City of Raleigh  
Post Office Box 590  
Raleigh, NC 27602-0590
24. Indemnity - To the fullest extent permitted by law, except to the extent caused by the sole negligence or willful misconduct of the City, the Vendor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) 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 Purchase Order, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Purchase Order. This representation and warranty shall survive the termination or expiration of this Purchase Order. The Vendor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Purchase Order.
25. Intellectual Property - All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under this Purchase Order shall be the property of the City. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Vendor's performance of services under this Purchase Order shall vest in the City. Works of authorship and contributions to works of authorship created by the Vendor's performance of services under this Purchase Order are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.
26. 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.
27. Cancellation - The City may terminate this Purchase Order at any time by providing written notice to the Vendor. Vendor shall cease performance immediately upon receipt of such notice. In the event of early termination, Vendor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Vendor under this section exceed the total amount due Vendor under this Purchase Order.
28. Miscellaneous - The Vendor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Purchase Order and will reimburse the City for the replacement value of its loss or damage. The Vendor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Purchase Order. Such employees shall not be employees of or have any individual contractual relationship with the City.
29. E-Verify - I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

30. **Iran Divestment Act Certification** – Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
31. **Companies Boycotting Israel Divestment Act Certification** - 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.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY



## REFERENCES

Provide at least three (3) references, other than the City of Raleigh, for which your company has provided goods and services of substantially the same features and quantity to those solicited herein. References shall be checked during the evaluation period to determine that the goods provided are substantially similar to those bid herein and that the supplier's performance has been satisfactory. Information obtained will be considered in evaluation of the bids. Bidders are cautioned to provide accurate information. Misleading information presented in the references may result in a rejection of the proposal.

1. Agency or Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

2. Agency or Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

3. Agency or Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_