Pool Management Service Specifications for Lee County Parks & Recreation Aquatics Facilities - O.T. Sloan Pool & Horton Pool

I. Introduction

Lee County Government (LCG) Parks & Recreation is seeking proposals for a service contract to provide pool management and lifeguard services at O.T. Sloan Pool, located at 1420 Bragg Street, Sanford, NC 27330, and Horton Pool, located at 1515 Washington Avenue, Sanford, NC 27330, for the summer swim season, May 2027 through September 2027 with the potential option for two (2) additional seasons. All vendors must meet certain basic qualifications as outlined in the proposal to be considered for this contract.

II. Description of Pool

O.T. Sloan Pool – A large aquatic facility with two (2) pools: main swim well & diving well. The main swim well has multiple entry points and depth changes. The "C" shaped pool has a minimum depth of two (2) feet and a maximum depth of five (5) feet. The main swim well has two (2) pumps with two (2) drains per pump. The pool is equipped with an ADA chair lift and ADA compliant step system (stairs). The dive well has multiple ladder entry points and is the shape of a rectangle with a minimum depth of three and half (3 ½) feet and a maximum depth of twelve (12) feet. The diving well has one (1) pump with three (3) drain covers. The diving boards have been removed from the diving well.
Horton Pool – A smaller aquatic facility with one (1) pool with splash pad features (e.g. bucket dump, water mushroom). The pool was renovated in Spring of 2023. The shape of the pool is an irregular polygon with a zero-depth entrance and a maximum depth of five (5) feet. The pool meets all current ADA requirements.

III. General Qualifications

The Pool Management Company must furnish people qualified and able to perform coverage for the positions listed below at each pool location (Horton and O.T. Sloan). For positions that require certifications, proof of current certifications may be requested by Lee County Government at any time. Company shall comply with G.S. 153A-94.2 and G.S. 160A-164.2 regarding fingerprint-based State Bureau of Investigation and FBI background checks if legally required. Additionally, any Pool Management Staff on site will need to furnish certifications listed below if awarded a contract prior to beginning work on site.

- Gate Attendant: Must be able to oversee ingress/egress of the public during hours of operation and provide a detailed account of any fees collected.
- Lifeguards: Must hold current lifeguard certifications as granted by the American Red Cross or other equivalent certification from another nationally recognized

organization.

- Swim Lesson Instructors*:* Must hold current certification as granted by the American Red Cross for Water Safety Instructor, CPR/AED for the Professional Rescuer (Preferred), First Aid (Preferred) or other equivalent certification from another nationally recognized organization.
- Assistant Pool Managers: Must meet Lifeguard requirements (listed above) and are preferred to have Swim Lesson Instructor requirements (listed above) and preferred to be a Certified Pool Operator through one of the following agencies: State of North Carolina Trained Swimming Pool/Spa Operator, American Swimming Pool/Spa Operator, National Swimming Pool Foundation Pool Operator.
- Pool Managers: Must meet Lifeguard requirements (listed above) and preferred to have Swim Lesson Instructor requirements (listed above) and must be a Certified Pool Operator from specified agencies (listed above) and preferred to have one (1) year of management experience.

The Pool Management Company must maintain commercial general liability coverage to protect the Company, its agents and assigns against any and all injuries to third parties, including personal injury and property, and special and consequential damages resulting from any negligent action, omission or operation by Company or in connection with the services described herein. This insurance shall provide bodily injury and property damage limits of not less than $5,000,000 for each occurrence. The minimum liability coverage required may be increased depending on the nature of the services provided. A valid and current certificate of insurance listing the County as an additional insured must be furnished prior to the beginning of each pool season.

IV. Duties of the Pool Management Company

- Provide all chemicals needed to keep the pool in safe working condition during all seasonal operations and in compliance with local health code requirements.
- Keep records as required by the Lee County Health Department.
- Be responsible for ensuring water quality meets all Health Code regulations.
- Check water chemistry and record readings every two (2) hours during hours of operation in a designated logbook to be inspected by the County without notice.
- Be responsible for keeping a daily log of all pool maintenance performed including testing of chemical levels, filter checks, vacuuming etc.
- Vacuum the pools a minimum of one (1) time per week (recorded in daily log) to be inspected by the County without notice.
- Be fully responsible for the hiring, firing and payment, including payroll tax and all withholdings, for all pool staff including pool gate attendants, lifeguards, swim lesson instructors, pool managers, and assistant pool managers as needed to perform daily operations of pool sites. Provide documentation concerning payment or employment to Lee County if needed for audit purposes.
- Be responsible for training and oversight of all its employees, including any needed disciplinary actions
- Provide an appropriate number of lifeguards to facilitate swim team rentals, water aerobics, open swim, and summer camp swim.
- Submit pool incidents to LCG Parks & Recreation via the Assistant Parks and Recreation Director or their designee either by a paper submission or electronic

notification in a timely manner and no later than twenty-four (24) hours after any occurrence. Detailed incident reports will be provided to County staff upon request.
- Remove algae and stains as they appear.
- Confirm availability of first aid kits and notify when restock of supply is needed.
- Perform daily cleaning of the deck area and area along fence perimeters.
- Perform daily cleaning/disinfecting of bathrooms and staff space at the end of every day.
- Perform daily emptying of trash receptacles and removal of trash to the dumpster.
- Supply and replenish all janitorial supplies in bathhouse daily.
- Complete backwash of filters systems as needed by staff who have been trained by a Lee County Employee.
- Be responsible for notifying LCG Parks & Recreation's Assistant Director or designee of any minor repairs or replacements before any repairs are performed.
- Submit any major repair requests to the Director of LCG Parks & Recreation.
- Be responsible for any repairs or replacements caused by negligent use by the contractor/supplier's personnel.
- Ensure all Company's employee's enforce all pool rules displayed at aquatic facilities to be supplied to the Pool Management Company prior to commencement of the pool opening.
- Comply with proper health department standards for handling vomit or fecal release in pool. The pool manager and the appropriate number of lifeguards are required to perform the necessary cleaning/chemical maintenance. This could include pool closure.
- Perform an end of season deep cleaning to include properly storing all equipment within five (5) days of the final date of seasonal operation.
- Keep a daily admission log detailing each person provided entry to the pool site. All other pool activities (swim teams, classes, etc.) will have a roster of usage.
- Provide any additional chemical test kits or reagents as needed at no charge.

V. Responsibilities of LCG Parks & Recreation

- Provide initial water test kit.
- Provide at least one operational phone.
- Provide all utilities and water for the pool.
- Provide receptacles for trash.
- Provide trash pick-up service.
- Provide all pool and safety equipment.
- Repair or replace non-working pool equipment.
- Provide complete written copy of pool rules.
- Provide a fully stocked first aid kit for each pool site.
- Provide a Blood-Borne Pathogen/Biohazard exposure control kit.
- Provide training in pump room operations such as back wash procedures and Cat-5 system.
- Provide a schedule of anticipated usage for Lee County Government programs that fall outside of regular hours of operations.

VI. Staffing

- The staffing required at the pool varies with the activities and type of customers involved (public, swim lessons, day care, pool party). The number of employees required at a minimum during public hours of operation:
- 4 lifeguards + 1 pool manager + 1 gate attendant
- A lifeguard or pool manager may also serve as the gate attendant as long as minimum staffing levels are met.
- Lifeguards will wear a pre-approved lifeguard uniform while working on the premises.
- The Pool Management Company will be responsible for the payment of wages, taxes and other related costs to all pool staff employed by the Pool Management Company and for the maintenance of workman's compensation insurance for their staff.
- The Pool Management Company awarded a contract will submit certifications on pool staff as stated in the General Qualifications, if requested.
- The Pool Management Company will provide a Pool Manager or Assistant Manager when the pool is open. The Pool Manager or Assistant Manager will be responsible for field operations and will supervise the pool personnel.
- The Pool Management Company is also responsible for the behavior and appearance of the lifeguards on duty. LCG Parks & Recreation always expects professional and courtesy behaviors to the public and will hold the Pool Management Company's employees to a high standard. LCG Parks & Recreation reserves the right to have a pool staff member removed from the community pool for any reason at their sole discretion. The Pool Management Company will be responsible for replacement of any staff member removed for the lack of professional conduct.
- The Pool Management Company will provide staff trained to teach Swim Lessons following the guidelines provided in the training.
    - Lessons must start and end promptly as scheduled.
    - Classes may be delayed/cancelled due to weather restrictions and any time missed shall be made up at the discretion of management company.
    - Fees are listed in section VIII.
        - Lessons include the following levels:
        - Parent & Child (6 mo. – 3 yrs)
        - Preschool (Ages 4-5)
        - Beginner (Ages 6+; Levels 1 & 2)
        - Intermediate (Ages 6+; Levels 3 & 4)
        - Advanced (Ages 6+; Levels 5 & 6)
        - Teen/Adult (Ages 13+)
        - Special Populations

VII. Hours of Operation

The Pool management company agrees to furnish certified lifeguards and other personnel to fulfill the duties detailed above and operate the pool on the following schedule:

2027 Aquatics Season (May – September)

- Swim Team rentals start the first weekend in May.
- Regular Hours of Operation (weekdays): May 29 – August 8
- Weekends Only: August 14 – September 6
- Holidays are operational even if they are on a Monday: Memorial Day, July 4th, Labor Day.

- Water Aerobics continues through the end of September.

O.T. Sloan Pool

- Swim Team Rentals (50 meter):
  - Monday – Friday; 6:00am – 8:00am (Main Swim Well)
  - Saturday – 7:00am – 9:00am & 9:00am – 11:00am (Main Swim Well)
- Swim Team Rental (25 yard):
  - Monday, Wednesday, Friday; 8:30am – 10:30am (back half of Main Swim Well)
- Swim Lessons:
  - Monday – Friday; 8:30am – 11:50am (front half of Main Swim Well & Dive Well)
  - Monday – Friday; 5:30pm – 8:00pm (front half of Main Swim Well & Dive Well)
- Water Aerobics:
  - Monday, Wednesday, Friday; 11:00am – 12:00pm (back half of Main Swim Well)
  - Tuesday, Thursday; 5:30pm – 6:30pm (back half of Main Swim Well)
- Public Swim:
  - Tuesday – Sunday; 12:30pm – 5:30pm (whole facility) – Closed Mondays
- Public Rentals:
  - Saturday, Sunday; 6:00pm – 10:00pm (minimum 2 hours; whole facility)
- Group/Day Care/Boys & Girls Club Swim
  - Tuesday, Thursday; 10:00am – 11:30am (back half of Main Swim Well)
  - Friday; 10:00am – 11:30am (front half of Main Swim Well)
- Cleaning & Staff Inservice:
  - Monday; 1:00pm – 4:00pm (Main Swim Well)
  - Saturday; 8:30am – 11:30am (Dive Well)
- Public Swim:
  - Sunday – Saturday; 12:30pm – 5:30pm (whole facility)
- Public Rentals:
  - Sunday - Saturday; 6:00pm – 8:00pm (only 2 hours; whole facility)

Horton Pool

- Public Swim:
  - Wednesday – Monday; 12:30pm – 5:30pm (whole facility) – Closed Tuesdays
- Cleaning & Staff Inservice:
  - Any day; 9:30am – 11:30am (whole facility)

VIII. Fees

Pool Management Company shall submit a proposed fixed fee for the services to be provided for the upcoming 2027 pool season and proposed fix fee for the two optional seasons. Upon execution of a contract for services, the fixed fee shall be billed on a monthly basis during the contract term. In addition to the fixed seasonal fee, Pool Management Company shall collect fees and receive compensation for the fees collected for services provided to the public as follows: General Admission for Public Swim: $3/person

- Senior (ages 50+)/Disabilities for Public Swim: $1/person
- Children 4 and Under for Public Swim: Free
- Swim Lessons are $30 for 8 days of instruction (30-45 minutes of instruction)
- Day Care/Group Swim (Only at designated time): $1/person
- 50 Meter Lane Rentals: $20/lane for 2 hours
- 25 Yard Lane Rentals: $80/2 hours (all 7 lanes of back half of Main Swim Well)
  Public Rentals: $150/2 hours (maximum of 50 people)

In addition to the fixed fees detailed above, the Pool Management Company will receive 100% of the admission fees for public swim, day care/group swim, and for any swim lessons provided by Pool Management Company staff. Fees collected for lane rentals (swim teams) will be split at a rate of 50% with half going to the Pool Management Company and the other half going to LCG Parks & Recreation. Money collected from Public Rentals of facilities will be split with $100 being paid to LCG Parks & Recreation and $50 being paid to the Pool Management Company. LCG Parks and Recreation shall receive $5 for each swim lesson registration. Water Aerobics is provided by the Lee County Senior Services Department. Fees collected for Water Aerobics shall be received by and facilitated through the Lee County Senior Services Department.

IX. Billing

The Pool Management Company will bill LCG Parks & Recreation on a monthly basis for work performed. Invoices are to include details on hours worked at each location along with a detailed summary of all fees collected for services provided to the public as detailed above. If the pools are closed during scheduled operating hours, the Pool Management Company shall reduce their fee based on the following calculation: (monthly fixed fee/30) X (number of days in billing cycle that were impacted by the closure). Fees shall not be impacted due to closures related to inclement weather or facility repairs. Closures related to facility repairs require repair requests to be made by the Pool Management Company within 24 hours of discovery or when discovery should have occurred. The Pool Management Company shall be responsible for issuing any return of fees paid for services cancelled or making alternate arrangements when available.

X. Pool Tour

If the Pool Management Company would like to schedule a tour of the facilities prior to submitting a bid, please contact LCG Assistant Parks & Recreation Director Jack Clelland at jclelland@leecountync.gov or 919-775-2107.

XI. Award Criteria and Contract Term

LCG Parks & Recreation will award a contract for pool services to one Pool Management Company based on experience, qualifications, detailed plan to provide the services needed and cost of service. A review committee will review all the proposals submitted and award a contract to the company that is determined to be in the best interest of LCG Parks & Recreation's Aquatic Facilities (O.T. Sloan Pool & Horton Pool). This contract will be in effect for the 2027 pool season with the option to renew for two (2) additional pool seasons (2028 & 2029). Proposed pricing for all three pool seasons must be submitted. Any changes to the contract terms must be agreed upon in writing and signed by authorized agents of both parties via an addendum to the contract. The Contract will be for one pool season, with an option to renew for two additional pool seasons.

XII. Unacceptable Performance

Upon the occurrence of unacceptable performance by the Pool Management Company, LCG Parks & Recreation has the option to withhold up to fifteen percent (15%) of any monthly payment until such time as the unacceptable performance and/or any damages caused by the awarded Pool Management Company are corrected in an acceptable manner as determined by the LCG Parks & Recreation Director or their designee. LCG Parks & Recreation has the authority to cancel any contract due to substantial unsatisfactory performance of the Pool Management Company. If unsatisfactory performance is determined, the Parks & Recreation Director or their designee may send a cure letter to have the performance corrected in a timely manner. If the unsatisfactory performance continues, LCG Parks & Recreation may terminate the agreement by providing a notice of termination in writing.

XIII. Submittals

1. Submit your company's experience and proposal for providing pool management services including staffing plan and staffing numbers, fee proposal, proposed insurance coverage, and maintenance details. Include your experience in operating municipal or public pools.
2. Provide a minimum of three examples of prior pool management experience along references and contact information.
3. Submit a detailed plan on recruitment, training and retention of pool staff.
4. Submit two copies of your proposal in a sealed opaque envelope and include the Proposer's Name and indicate this is for the Pool Management RFP.
5. Submittals shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Pool Management Company.
6. Sealed proposals can either be mailed or hand delivered and should be addressed as follows:

   Lee County Finance Office
   RE: Pool Management Company for Lee County Aquatics Proposal
   Attn: Purchasing Agent
   115 Chatham St. Suite 301
   Sanford, NC 27330
7. Proposals will be accepted by the Lee County Finance Office until 2:30PM EST on September 1st, 2026.
8. Proposals received after the time and date above will not be submitted.
9. All proposals shall be submitted according to the specifications set forth in this document. Failure to adhere to these specifications may be cause for rejection.
10. Once a proposal is submitted, it cannot be changed or altered.
11. The County reserves the right to reject all proposals for any reason, or waive minor defects in any submitted proposals.

Lee County Government reserves the right to reject any and all proposals.
For questions, please contact LCG Parks & Recreation Assistant Director Jack Clelland at jclelland@leecountync.gov or at 919-775-2107.

Timeline for submissions

Event Activity	Dates/Times
RFP– Advertising Date	August 3, 2026
Questions Submitted by	August 17, 2026
RFP – Deadline for Submittal Date	September 1, 2026 @ 2:30 PM EST

Vendor Application

PURCHASING DIVISION
LEE COUNTY
PO Box 1968
Sanford, NC 27330

Phone: (919)-718-4600
Fax: (919)-718-4631

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

Check all that apply

New Vendor Update to existing vendor In relation to a bid

Please Type or Print Legibly

Federal ID # _____ SS# _____

For Finance Use Only Vendor # _____

Vendor Name	Date

ORDER ADDRESS	PAY ADDRESS
Street	Street
Street	PO Box
City	City
State Zip Code	State Zip Code

CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER

CONTACT PERSON E-MAIL ADDRESS	TERMS	DISCOUNT

CONTRACTOR'S LICENSE # (if applicable)	SIGNATURE

This firm certifies that it is a: (if applicable)

_____ Disabled _____ Minority Business Enterprise _____ Women Business Enterprise

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

Product(s) and/or Service(s)

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▸ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I

Social security number

			–		–			

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

or

Employer identification number

	–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▸ **Date** ▸

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

DEPARTMENT OF FINANCE

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

Vendor Electronic Payment Authorization Form

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

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

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

Please print the following information:

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

- Notification of payment e-mail address: _____

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

The County of Lee North Carolina

Vendor/Contractor Name: _____

_____

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

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

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

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

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

_____ _____
Signature Date

_____ _____
Printed Name Printed Title

Lee County, North Carolina
Terms and Conditions

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

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