

**RESOLUTION BY WAKE COUNTY BOARD OF COMMISSIONERS
AUTHORIZING THE SALE OF PERSONAL PROPERTY
BY SEALED BID**

WHEREAS, North Carolina General Statutes Section 160A-268 authorizes counties to sell property by sealed bid process; and

WHEREAS, in 2016, Wake County purchased a 10-acre tract from the Gehrke Family as part of the Robertsons Millpond Nature Preserve; and

WHEREAS, the 10-acre property has one residential structure, one structurally sound barn and one office/workshop structure; and

WHEREAS, Wake County staff determined the barn and workshop will prove useful in carrying out operations at the various preserves and open spaces throughout eastern Wake County; and

WHEREAS, Wake County staff determined the residential structure will not be efficient or particularly useful for the operation of the Nature Preserve; and

WHEREAS, Wake County staff considered many options to incorporate use of the residential structure to benefit the County's affordable housing program; and

WHEREAS, due to the high cost to move and set up the residential structure on a new lot, staff was able to find no cost-effective method to achieve the County's affordable housing goal; and

WHEREAS, the Wake County Board of Commissioners has determined that a sealed bid process to sell and remove the residential structure is the best method available to remove the residential structure from Robertsons Millpond Nature Preserve; and

WHEREAS, removal of this structure promotes Wake County's goal of promoting Community Health by providing safe and efficiently maintained nature preserves; and

NOW, THEREFORE, BE IT RESOLVED:

That, pursuant to the authority granted by NCGS 160A-268, the Wake County Board of Commissioners hereby authorizes use of a sealed bid process for the sale and removal of the house at Robertsons Millpond Nature Preserve.

That the terms and conditions of the sale are set out in the attached Request for Bids (RFB). The date, time and place of the bid opening are also included in the attached RFB, as well as the deposit requirements. The high bid will be accepted or rejected on October 15, 2018.

Commissioner _____ moved the adoption of the above resolution. The motion was seconded by Commissioner _____ and was unanimously approved this the _____ day of _____, 2018.

County of Wake Finance / Procurement Services – Room 2902 Wake County Justice Center – 2 nd Floor 301 S. McDowell Street Raleigh, NC 27601	INVITATION FOR BID NUMBER: 18-097
	Bids will be publicly opened: October 9, 2018 3:00 pm
	Contract Type: Sell Surplus Property
Refer ALL Inquiries to: Mark Edmondson Telephone No. 919-856-6176 E-Mail: mark.edmondson@wakegov.com	Commodity: House Structure Address: 6301 Robertson Mill Pond Road, Wendell, NC
(See page 2 for mailing instructions.)	Using Agency Name: Agency Requisition No. None

NOTICE TO BIDDERS

SPECIAL NOTE: Procurement Services is in the Wake County Justice Center.
Access is best by using 301 S. McDowell Street, Raleigh, NC 27601

YOU WILL BE REQUIRED TO GO THROUGH SECURITY AND METAL DETECTION IF YOU HAND DELIVER YOUR BID.

PLEASE FACTOR THIS INTO YOU BID DELIVERY PLANS AS NO EXCEPTIONS WILL BE ALLOWED AND LATE BIDS WILL NOT BE ACCEPTED.

Sealed bids, subject to the conditions made a part hereof, will be received at this office for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine, or email, in response to this Invitation for Bids will not be accepted. Bids are subject to rejection unless submitted on this form. **Late bids, regardless of delivery means, will not be accepted. Bid/proposal delivery by any courier service may be subject to some access limitations should the delivery person be using hand trucks or carts. This should be factored into your delivery decisions.**

Calendar Days to Complete Project: _____(days)

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification](#). Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

In addition:

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

Failure to execute/sign bid prior to submittal shall render bid invalid.

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 60 days from date of bid opening unless otherwise stated herein.

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening. If sending via USPS, allow one extra day for Wake County internal processing.

BID NO. _____
 Wake County Procurement Services
 Wake County Justice Center - Ste 2900
 301 S. McDowell Street
 Raleigh, NC 27601

TABULATIONS: Tabulations will normally be available not later than three (3) working days after opening.

TRANSPORTATION CHARGES:

FOB Destination: Freight, handling and distribution charges shall be included in the total price of each item listed. Any additional charges included on the invoice shall not be honored for payment, unless authorized by change order by the Wake County. In cases where materials are shipped against this order by parties, other than the Contractor, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. Complete packing list must accompany each shipment.

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

ADDENDA

It is solely the bidder's responsibility to ensure they have all necessary information prior to submitting a bid/proposal. This includes all addenda. Bidder is to acknowledge all addenda or risk rejection of bid or proposal.

Addenda One _____ Addenda Two _____ Addenda Three _____
 Addenda Four _____ Addenda Five _____ Addenda Six _____

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	ea	House Structure at 6301 Robertson Mill Pond Road, Wendell, NC as described herein, as per the Terms and Conditions listed		

As permitted by North Carolina General Statute 160A-268, this structure is declared as surplus property and shall be removed from the current site. The site may require remediation to abandon existing water wells, existing electrical power supply structures, septic tanks, remove adjacent structures and debris. The buyer will be responsible for site remediation limited to the action in the preceding sentence and at a minimum, clearing of construction debris, grading and seeding of the site. **One (1) County led site visit will be held on September 19 starting at 9:00am – 10:30am.**

SPECIAL TERMS OF SALE

1. Bid Deposit-Terms

Bids to purchase must be on a cash basis only. **NO CREDIT TERMS ARE AVAILABLE.** We have no information on the availability of private financing or on the suitability of this property for financing. **A bid deposit of \$15,000.00 is required.** Only **cashier’s checks or certified checks will be accepted.** **A BID DEPOSIT MUST ACCOMPANY EACH AND EVERY BID.** The bid deposit is to ensure that the bid is submitted in good faith and that the bidder will follow through with payment of all funds due at closing. Failure to do so will result in forfeiture of the deposit.

The check should be made out to **Wake County.** The full balance of the purchase price is payable upon closing. The bidder offers and agrees that their bid is a continuing bid for a period of Ninety (90) calendar days after the date of sealed bids to purchase the described property for the bid price entered into the Offer to Purchase received from the bidder by the Seller. The bidder shall be prepared to close within 30 days following the Seller’s bid acceptance.

2. Bid Price

Seller seeks to obtain fair market value for the property and reserves the right to reject any and all bids. No appraisal report is available. **The estimated Fair Market Value of this personal property is \$250,000.** however, Seller will accept the highest bid received that meets our undisclosed minimum reserve.

To be considered initially, a minimum bid of \$15,000 is required. At or before closing a \$25,000 Performance Bond in favor of Wake County will be required to ensure that the site is cleared graded and seeded once the house is removed.

3. Prospective Purchasers Agreement

Bidder’s offers are contingent upon Seller and Bidder having entered into a prospective Purchaser Agreement (PA) on or before the date of closing. A copy of said contract is attached as part of this Invitation to Bid.

GENERAL TERMS OF SALE

1. INVITATION FOR SEALED BIDS.

The term “Invitation for Sealed Bids” as used herein refers to the foregoing Invitation for Sealed Bids process, and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, and Bid Form all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in this Invitation for Sealed Bids for the opening of bids or conduction of a public auction.

2. DESCRIPTIONS IN INVITATION FOR SEALED BIDS.

The description of the property set forth in the Invitation for Sealed Bids and any other Information provided therein with respect to said property are based on information available to the Property Management Section sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other state agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction. Bidders may visit the site as needed and may attend a pre-bid meeting at the site on (to be announced), 2018 beginning promptly at 10am.

4. CONDITION OF PROPERTY.

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of bid process.

5. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 90 calendar days, unless the bid is accepted or rejected by the Seller before the expiration of 90 calendar days. If Seller desires to accept any bid after the expiration of 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

6. POSSESSION.

The successful bidder agrees to assume possession of the property as of the date of conveyance.

7. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any; payments subsequently made on account, may be forfeited at the option of the Seller, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Seller may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

8. SELLER LIABILITY

If this Invitation for Sealed Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, The Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon the Seller shall have no further liability to Purchaser. Further, The Seller may rescind its approval at any time after acceptance and approval and prior to conveyance, if it is reasonably determined by the Seller that such action is justified in the light of the circumstances then prevailing. Any rescission, pursuant to this paragraph will be without liability on the part of the Seller other than to return the earnest money deposit, if any, without interest.

9. BILL OF SALE

Seller shall transfer, assign and convey to Buyer all of Seller's right, title, and interest in, to the house to be moved as personal property (hereinafter defined) by a Bill of Sale delivered at closing. The Bill of Sale will transfer all of Seller's right, title and interest in and to the personal property, goods, machinery, equipment, furnishings, furniture, merchandise, chattels, materials, trade names, and effects (collectively, "Personal Property") that Seller owns in the house currently located at 6301 Robertson Pond Road, Wendell, NC.

10. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The Seller shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Seller the balance of the purchase price. Only cashier's check, certified

check, or money order will be accepted and must be payable to the Seller. Upon such tender being made by the successful bidder, the Seller, after recordation, shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Seller reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

11. DELAYED CLOSING.

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Seller. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15, plus 1-1/2% interest rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Seller reserves the right to refuse a request for extension of closing.

12. CONTRACT.

The Invitation for Sealed Bids, and the bid when accepted by the Seller, shall constitute an agreement for sale between the successful bidder and the Seller. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Seller. Any assignment transaction without such consent shall be void.

13. COST OF TRANSFER, CLOSING AND MOVING EXPENSES.

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense as may be required State and Federal law and local municipalities. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **DEFINITIONS:**
 - **THE COUNTY:** Is the County of Wake, North Carolina and its agencies.
 - **OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
3. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the Terms and Conditions. The County objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
4. **EXECUTION:** Failure to sign the bid response will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated in this document, bidder's offer shall be valid for 60 days from the date of bid opening. Preference may be given to bids allowing not less than 60 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature

and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

10. N/A - **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the contact named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from Wake County Procurement Services. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
11. N/A - **AWARD OF CONTRACT:** The County will consider such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid N/A **CONFIDENTIAL INFORMATION:** The County assumes no responsibility for confidentiality of information offered in a proposal. The RFB/RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the submittal, the information is to be clearly labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County will share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. **Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.**
12. **SAMPLES:** N/A
13. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
14. **Iran Divestment Act:** By signing this agreement or acceptance of this contract/purchase order or by submission of any bid, proposal, etc., vendors, contractors certify that as of the date of execution of this agreement or date of receipt of the purchase order, contractor/vendor and/or subcontractors affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-6e, Iran Divestment Act Certification. Contractor/vendor shall not utilize any subcontractor that is identified on the list.
15. **E-VERIFY:** To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.
16. **Federal Uniform Guidance: 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 CFR § 200.324)

General Terms and Conditions for Goods and Services

1. **Default and Performance:** N/A
2. **Governmental Restrictions** N/A.
3. **Availability of Funds** N/A
4. **Taxes:** N/A.
5. **Situs:** The place of this contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **Inspection at Contractor's Site:** N/A
8. **Payment Terms** N/A
9. **Affirmative Action:** N/A.
10. **Condition and Packaging:** N/A.

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11. **Standards:** N/A
 12. **General Indemnity:** The contractor shall hold and save the County of Wake, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the Contractor.
 13. **Advertising/Press Release:** The contractor shall not publicly disseminate any information concerning the contract without prior written approval from the County of Wake or its agent.
 14. **Patent, Copyright, and Trade Secret Protection:**
 15. a. N/A - **Access to Persons and Records:** Pursuant to N.C. General Statutes, and Federal law, the County Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of Wake County Government pursuant to the performance of this contract or to costs charged to this contract. The Contractor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this contract.
 16. **Assignment** - N/A
 17. **Termination for Convenience (Service and Indefinite Quantity Contracts Only):** N/A
 18. **Limitation of Liability:**
 19. a. N/A **Contractor's Liability for Injury to Persons or Damage to Property:**
 - a. The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the County, employees of the County, persons designated by the County for training, or any other person(s) other than agents or employees of the Contractor, designated by the County for any purpose, prior to, during, or subsequent to removal, delivery, installation, acceptance, and use of the equipment either at the Contractor's site or at the County's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
 - b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Contractor's equipment.
 20. **Changes:** This order or contract is awarded subject to shipment of quantities, qualities, and prices indicated by the order or contract, and all conditions and instructions of the order and the contract or proposal on which it is based. Any changes made to this order or contract proposed by the contractor is hereby rejected unless accepted in writing by the County. The County shall not be responsible for goods or services delivered without a written purchase order or authorization from the applicable County purchasing authority.

Where the County requests a change, the contractor may submit a request for contract adjustment, which shall be in the form of a complete change proposal fully supported by factual information and shall separately identify all increases and all decreases in costs. The request shall be submitted by a senior official authorized to bind the Contractor in a signed writing.
 21. **Price Adjustments.** N/A
 22. **Signature Warranty:** Each individual signing warrants that he or she is duly authorized by the Party to sign this contract and bind the Party to the terms and conditions of this contract.
 23. **Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
 24. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
 25. **Federal Intellectual Bankruptcy Act:** The Parties agree that Wake County shall be entitled to all rights and benefits of the Federal Intellectual Bankruptcy Act, Public Law 100-506, and any amendments thereto.

