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FAYETTEVILLE PUBLIC WORKS COMMISSION  
955 OLD WILMINGTON RD  
P.O. BOX 1089  
FAYETTEVILLE, NORTH CAROLINA 28302-1089  
TELEPHONE (910) 483-1401  
WWW.FAYPWC.COM

July 15, 2021

MEMO TO: Prospective Bidders

FROM: Shelby Lesane, Procurement Advisor

SUBJECT: **Invitation to Bid: July 28, 2021 @ 2:00 p.m.**

Pursuant to N.C.G.S. 143-129, Fayetteville Public Works Commission, seeking competitive bids for the purchase of:

**PWC2122006**

CABLE 1/0 AL & 750 MCM AL

Please find attached the Instructions to Bidders, Specifications and Bid Proposal forms. Please submit your bid on the form provided herein, or exact copy thereof, and return one copy of the entire bid packet along with the completed bid proposal forms and any other information specified in the bid documents.

Bids may be sent via US Mail to Fayetteville, Public Works Commission, Attn: Shelby Lesane, Procurement Advisors, P.O. Box 1089, Fayetteville, NC 28302, or may be delivered in person or by express mail to Fayetteville, Public Works Commissions, Attn: Shelby Lesane, Procurement Advisor, 955 Old Wilmington Road, Fayetteville NC 28301.

Should you have any questions please contact the PWC Procurement Department by phone at (910) 624-6928, by e-mail to [shelby.lesane@faypwc.com](mailto:shelby.lesane@faypwc.com)

Very truly yours

FAYETTEVILLE PUBLIC WORKS COMMISSION

Trent Ensley  
Procurement Manager

**BUILDING COMMUNITY CONNECTIONS SINCE 1905**

**AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

## NOTICE

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the Fayetteville Public Works Commission, until **2:00 p.m., July 28, 2021**. Bids will be publicly opened and read aloud outside of the PWC Administration Building, 955 Old Wilmington Road, Fayetteville, North Carolina, by the entrance doors at which time they will be publicly opened and read for the purchase of the following:

**PWC2122006**  
CABLE 1/0 AL & 750 MCM AL

Specifications and bid documents may be obtained in the Procurement Office of the Fayetteville Public Works Commission, 1<sup>st</sup> floor, PWC Administration Building, 955 Old Wilmington Road, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to [shelby.lesane@faypwc.com](mailto:shelby.lesane@faypwc.com).

**The bid will be awarded to the lowest responsive, responsible bidder, taking into consideration cable quality, delivery time to PWC, and conformity with these specifications in the bid. The right is reserved to reject any or all bids and to waive any and all informalities. A purchase order will be issued to the awardee.**

**FAYETTEVILLE PUBLIC WORKS COMMISSION**

Trent Ensley  
Procurement Manager

**FAYETTEVILLE PUBLIC WORKS COMMISSION  
INSTRUCTIONS TO BIDDERS**

**PWC2122006**

CABLE 1/0 AL & 750 MCM AL

1. Bids shall be received no later than **2:00 p.m., July 28, 2021**, at which time they will be publicly opened and read aloud outside of the PWC Administrative Building, 955 Old Wilmington Road, Fayetteville, North Carolina, by the entrance doors. Late bids will not be considered and will be returned to the Bidder unopened.
2. Bids will be examined promptly after opening and an award will be made at the earliest possible date. Bids must be held firm for acceptance by the Fayetteville Public Works Commission (PWC) for a period of ninety (90) days after bid opening date. A purchase order will be issued to the awardee.
3. Submit bids only on the bid proposal form(s) provided herein, or exact copies thereof.
4. PWC reserves the right to award contract in the best interest of the Commission. The Fayetteville Public Works Commission also reserves the right to reject any or all bids and to waive all informalities concerning bid.
5. Bid shall be submitted in a sealed opaque envelope showing the bid title, date and time of opening on the front of the envelope. Bids may be sent via US Mail to Fayetteville Public Works Commission, Attn: Shelby Lesane, Procurement Advisor, P.O. Box 1089, Fayetteville, NC 28302, or may be delivered in person or by express mail to Fayetteville Public Works Commission, Attn: Shelby Lesane, Procurement Advisor, 955 Old Wilmington Road, Fayetteville, NC 28301.
6. All bids must be signed by an authorized official of the firm. Bids may be rejected if they show any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.
7. **Alternate Bids:** Do not submit alternate bids unless specifically called for on the bid proposal form.
8. Delivery shall be F.O.B. Fayetteville Public Works Commission Warehouse Facility, 1097 Public Works Drive, Fayetteville, NC 28301.
9. Payment for equipment, material, supplies, etc. purchased pursuant to this bid shall be made approximately thirty days (30), after same has been delivered, inspected, and approved.

10. All questions regarding this Invitation to Bid shall be submitted in writing to Shelby Lesane, Procurement Advisor, by fax at (910) 483-1429 or e-mail to [shelby.lesane@faypwc.com](mailto:shelby.lesane@faypwc.com), no later than **5:00 p.m., July 22, 2021.**
11. Bidders are expressly prohibited from contacting any PWC official or employee associated with this Invitation to Bid, **except as noted above.** Violation of this prohibition is grounds for the immediate disqualification of the bidder.
12. All changes and clarifications to the specifications and bid documents will be issued in writing in the form of an addendum. No verbal changes or clarifications will be binding upon the PWC.
13. Once a bid is submitted to the Public Works Commission, opened, evaluated, and subsequently accepted by issuance of purchase order, the bid becomes a binding and legal contract between PWC and the vendor. Additionally, no charges, additions, or deletions will be allowed after the bid is opened.
14. For purposes of evaluation of the bids, all bidders are instructed to submit their proposal in the unit of measurement requested. PWC reserves the right to accept or reject bids submitted in any other form, unit of measurement, or quantity.
15. Pricing shall remain firm for the quantities ordered. PWC reserves the right immediately terminate this contract should the vendor fail to maintain bid pricing, comply with delivery requirements and protocol, necessary safety requirements, or provide a product meeting the specifications. Unapproved increase shall also be grounds for termination.
16. Delivery Schedule: All products should be delivered to PWC no later than December 6, 2021. PWC will accept partial deliveries until the entire amount ordered is delivered.
17. PWC reserves the right to request additional information from bidders to aid in the evaluation process. This information may include, but is not limited to, financial statements, reference list showing companies currently utilizing the proposed equipment, etc.

18. **INSURANCE**

Provide shall maintain during the provision of Services and for at least three (3) years thereafter (collectively, the “coverage period”) the following insurance coverages, which insurance shall be placed with insurance companies authorized to do business in the State of North Carolina and rated A minus VII or better by the current edition of Best’s Key Rating Guide or otherwise approved in writing by PWC: (a) Commercial general liability insurance with combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operation and Products Liability; (b) worker’s compensation insurance as required by state law; and (c) automobile liability insurance with limits not less than \$100,000 each person and \$300,000 each accident for bodily injury and property damage.

Prior to initiating the Services, Provider shall deliver certificates of insurance confirming each such coverage, and Provider shall direct its insurers to provide to PWC annually certificates confirming each such coverage during the coverage period. PWC shall be named as an

additional insured in the comprehensive automobile and commercial liability insurance policies. Commercial general liability coverage shall be written on an “occurrence” basis. Upon PWC’s request, Provider shall give prompt written notice to PWC any and all claims made against the professional liability errors and omissions or malpractice insurance policy during the coverage period. Provider shall not reduce or allow the required insurance coverages to lapse without PWC’s prior written approval. All policies for insurance must be endorsed to contain a provision giving PWC a thirty (30) calendar day prior written notice by certified mail of any cancellation of the policy or material reduction in coverage. Should a notice of cancellation be issued for non-payment of premiums any part thereof, or should Provider fail to provide and maintain certificates as set forth herein, PWC shall have the right, but shall not obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from and sums that may be due or become due to Provider, or to seek reimbursement for said payment from Provider. Any such sums paid by PWC shall be due and payable immediately by Provider upon notice from PWC. The insurance provisions of this Agreement shall not be construed as a limitation on Provider’s responsibilities and liabilities pursuant to the terms and conditions of this Agreement. Provider’s obligation to maintain insurance for three (3) years after completions of the Services shall survive the termination of this Agreement.

#### **Laws and Regulations**

A. Vendor shall give all notices and comply with all Laws and Regulations applicable to the performance of the work. Except were otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Vendor’s compliance with any Laws or Regulations.

#### **Safety and Protection**

- A. Vendor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- a. All persons on the site or who may be affected by the work/deliverables; and
  - b. All the work/deliverables and materials and equipment to be incorporated therein.
- B. The vendor shall comply with Owner’s Safety Manual, Latest Edition and all applicable State and Federal Laws and Regulations relating to the safety and protection of person or property, from damage, injury, or loss. Where conflicts arise between owner and other regulations, the more stringent shall apply. A copy of the Owner’s Safety Manual will be made available to the vendor. Any interpretation and enforcement made by the owner shall be binding upon the vendor. While on PWC property, if the vendor’s personnel are observed creating a hazardous environment, corrective action shall be initiated immediately to reduce the possibility of injury. Corrective action by the owner will consist of advising the vendor of compliance. Inspection by the owner shall not constitute an acceptance of the vendor’s practices, methods, techniques, procedures, nor release the vendor of the responsibility for the safety while on PWC Property.

### **19. COVID – 19**

As North Carolina and the nation continues to deal with COVID 19 pandemic, we must all take necessary steps to ensure the health and safety of employees, coworkers, family, friends, associates and people that we come in contact with on a daily basis. At PWC we implemented measures including requiring our employees to conduct temperature and wellness checks, wear a face covering or mask, whenever possible, maintain proper distancing (minimum of 6 feet) and take other actions such as washing their hands, using approved sanitizer and wiping down surfaces, especially commonly shared equipment or tools. This applies to employees working in

our facilities, working in public or at filed sites. For firms who are under contract with PWC or working under purchase orders, those firms are expected to comply with all OSHA/EPA guidelines, CDC recommendations including and applicable North Carolina Executive Orders regarding the performance of work under COVID 19 conditions. Examples of such guidance can be found at the following:

OSHA COVID-19 Overview

<https://www.osha.gov/SLTC/covid-19/>

OSHA COVID-19 – Control and Prevention / Construction Work

[https://www.osha.gov/SLTC/covid19/construction.html#:~:text=Keep%20in%2Dperson](https://www.osha.gov/SLTC/covid19/construction.html#:~:text=Keep%20in%2Dperson%20meetings%20(including,Fill%20hand%20sanitizer%20dispensers%20regularly)

[%20meetings%20\(including, Fill%20hand%20sanitizer%20dispensers%20regularly](https://www.osha.gov/SLTC/covid19/construction.html#:~:text=Keep%20in%2Dperson%20meetings%20(including,Fill%20hand%20sanitizer%20dispensers%20regularly)

<https://www.osha.gov/Publications/OSHA4000.pdf>

WATER/WATER RECLAMATION CHEMICALS PAGE 17 of 18

North Carolina COVID-19 Executive Orders

<https://www.nc.gov/covid-19/covid-19-executive-orders>

Center for Disease Control

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Implementing Safety Practices for Critical Infrastructure Workers

<https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementingsafety-practices.html>

Essential Staff- Do's & Don'ts

[https://www.cdc.gov/coronavirus/2019-ncov/downloads/Essential-CriticalWorkers\\_DosandDonts.pdf](https://www.cdc.gov/coronavirus/2019-ncov/downloads/Essential-CriticalWorkers_DosandDonts.pdf)

NC Department of Health and Human Services

<https://covid19.ncdhhs.gov/>

Cumberland County Health Department

<https://www.co.cumberland.nc.us/departments/public-health-group/public-health>

Department of Homeland Security

<https://www.ready.gov/pandemic>

Cape Fear Valley- What to do if you have COVID symptoms

[https://www.youtube.com/watch?time\\_continue=1&v=tD0D7Apa\\_yw&feature=emb\\_logo](https://www.youtube.com/watch?time_continue=1&v=tD0D7Apa_yw&feature=emb_logo)

FAYPWC COVID Response

<https://www.faypwc.com/covid-19-update/>

Small Business Administration

<https://www.sba.gov/page/coronavirus-covid-19-small-business-guidance-loan-resources>

## **20. Indemnification**

Vendor shall indemnify and hold harmless PWC and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fee arising out of resulting from the performance of the work, caused by any act or omission of the vendor, and subcontractor, and anyone for whose acts any of them may be liable. In case of concurring fault, each party shall bear his share of the loss.

In any and all claims against PWC or any of its agents or employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone of whose acts any of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefits acts.

**21. E-VERIFY**

Vendor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Vendor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, Shall verify the work authorization of the employee through E-Verify in accordance with NCGS &64-26(a).

Vendor hereby pledges, attests, and warrants through execution of this Agreement that vendor complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that any subcontractors currently employed by or subsequently hired by vendor shall comply with any all E-verify requirements. Failure to comply with the above requirement shall be considered a breach of this Agreement.

**22. EQUAL OPPORTUNITY**

The PWC has an Equal opportunity purchasing policy. The PWC seeks to ensure that all segment of the business community have access to supplying the goods and services needed by PWC programs. The PWC affirmatively works to encourage utilization of small and minority business enterprises in our procurement activities. The PWC provides opportunities for all businesses and does not discriminate against any Service Provider regardless of race, color, religion, age, sex national origin or disability.

**23. IRAN DIVESTMENT ACT**

As mandated by N.C.G.S. 143C-6A-5(a), Vendor hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143C-6A-4. Vendor further certifies that in accordance with N.C.G.S. 143C-6A-5(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. Vendor certifies that the signatory to this Purchase Order authorized by the Vendor to make the foregoing statement

**24. ASSIGNMENT**

The vendor may not assign this agreement or any of its right, duties or obligations hereunder, or subcontractor any of the services to performed hereunder, without the prior written consent of the PWC.



Public Works Commission  
Fayetteville, NC  
Electric Systems Division  
**Material Specification**

1-065-510

Revision Date: May 4, 2020  
Revised By: Glenn Andersen

**CABLE, 1/0 AL, EPR, 25KV, 1/C, CN**

**Description:**

Underground primary distribution cable for installation in duct or direct burial rated 90°C, wet or dry, consisting of the following components:

**Conductor:** Solid, #1/0 AWG, EC-1350 aluminum alloy, ASTM B609

**Conductor Shield:** Minimum 12 mil, semi-conducting, extruded, compatible, strippable

**Insulation:** 260 mil, extruded, thermosetting ethylene propylene rubber (EPR)

**Insulation Shield:** Minimum 30 mil, free-stripping, semi-conducting

**Neutral:** Bare copper concentric, full neutral (16 x #14 or equivalent)

**Outer jacket:** 45 mil, linear low-density polyethylene (HMWPE/LLDPE)

**Nominal outside diameter:** 1.20 inches

Conductor shield, insulation and insulation shield to be applied in a continuous triple extrusion process; bare copper concentric neutral helically applied and uniformly spaced per ICEA S-94-649. Cable shall be identified with manufacturer's name, size and type of conductor, thickness & type of insulation, sequential footage, rated voltage and year of manufacture. Jacket shall be extruded with 3 red stripes. Each reel shall indicate beginning and ending footage on side.

**Performance Standards:**

Conductor: ASTM B-231

Cable shall meet or exceed requirements of ICEA Standard S-94-649 and AEIC CS8-07.

**Delivery Standards:**

Cable ends shall be sealed at both ends. Cable will be wound and shipped on 5,000 foot (+/-4%) wooden reels, covered/wrapped during shipment, with a maximum flange diameter of 72 inches and drum diameter as specified by NEMA WC26. Cable shall be shipped in an upright **vertical** position. Any cable laying flat on the flanges will be rejected. It is preferred that cable should be delivered on open bed trailers suitable for unloading from either side.

PWC Warehouse personnel (910-223-4355) will be notified of delivery 24 hours in advance. Deliveries shall be accompanied by certified test reports, partial discharge plots, and engineering information per above ICEA Standards.

**Types Accepted:**

<i>Manufacturer</i>	<i>Product</i>
OKONITE	161-23-4069
PRYSMIAN	---
KERITE	---

Note - Catalog numbers are shown for reference use only. Supplier is responsible for conforming to the above specifications.

Specification reviewed by: \_\_\_\_\_

Public Works Commission  
Fayetteville, NC  
Electric Systems Division  
**Material Specification**

1-065-522

Revision Date: May 4, 2020  
Revised By: Glenn Andersen

**CABLE, 750 MCM AL, EPR, 25KV, 1/C, CN**

**Description:**

Underground primary distribution cable for installation in duct or direct burial rated 90°C, wet or dry, consisting of the following components:

**Conductor:** 750 kcmil, EC-1350 aluminum alloy, ASTM B-231, 61 strand, Class B, strand-filled

**Conductor Shield:** Minimum 20 mil, semi-conducting, extruded, compatible, strippable

**Insulation:** 260 mil, extruded, thermosetting ethylene propylene rubber (EPR)

**Insulation Shield:** Minimum 40 mil, free-stripping, semi-conducting

**Neutral:** Bare copper concentric, one-third neutral (15 x #10 or equivalent)

**Outer jacket:** 70 mil, linear low-density polyethylene (HMWPE/LLDPE)

**Nominal outside diameter:** 2.08 inches

Conductor shield, insulation and insulation shield to be applied in a continuous triple extrusion process; bare copper concentric neutral helically applied and uniformly spaced per ICEA S-94-649. Cable shall be identified with manufacturer's name, size and type of conductor, thickness & type of insulation, sequential footage, rated voltage and year of manufacture. Jacket shall be extruded with 3 red stripes. Each reel shall indicate beginning and ending footage on side.

**Performance Standards:**

Conductor: ASTM B-231

Cable shall meet or exceed requirements of ICEA Standard S-94-649 and AEIC CS8-07.

**Delivery Standards:**

Cable ends will be sealed at both ends. Cable will be wound and shipped on 1,500' (+/- 4%) wooden reels, covered/wrapped during shipment, with a maximum flange diameter of 72 inches and drum diameter as specified by NEMA WC26. Cable shall be shipped in an upright **vertical** position on the flanges. Reels shall be secured to a 4-way pallet for unloading and storage. It is preferred that cable should be delivered on open bed trailers suitable for unloading from either side.

PWC Warehouse personnel (910-223-4355) will be notified of delivery 24 hours in advance. Deliveries shall be accompanied by certified test reports, partial discharge plots, and engineering information per above ICEA Standards.

**Types Accepted:**

<b>Manufacturer</b>	<b>Product</b>
OKONITE	162-23-4096
PRYSMIAN	---
KERITE	---

**Note** - Catalog numbers are shown for reference use only. Supplier is responsible for conforming to the above specifications.

Specification reviewed by: \_\_\_\_\_

FAYETTEVILLE, PUBLIC WORKS COMMISSION  
FAYETTEVILLE, NORTH CAROLINA

**BID PROPOSAL**

STOCK NO. 1-065-510

DESCRIPTION: **CABLE, 1/0 ALCN EPR 25KV, 1/C**

QUANTITY: **200,000 FT.**

PRICE PER 1000 FEET:

\$ \_\_\_\_\_

TOTAL PRICE:

\$ \_\_\_\_\_

**\*NOTE: PRICE QUOTED MUST BE FIRM FOR DURATION OF CONTRACT.**

**PARTIAL SHIPMENT WILL BE ACCEPTED**

Manufacturer: \_\_\_\_\_

Product Description: \_\_\_\_\_

Exception to Specifications: \_\_\_\_\_

Warranty: \_\_\_\_\_

Delivery: \_\_\_\_\_

**BIDDER INFORMATION**

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

SDBE, Minority or Woman Owned Business Enterprise \_\_\_\_\_ Yes \_\_\_\_\_ No

Bid Submitted By: \_\_\_\_\_

(Name Printed Out)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FAYETTEVILLE, PUBLIC WORKS COMMISSION  
FAYETTEVILLE, NORTH CAROLINA

**BID PROPOSAL**

STOCK NO. 1-065-522

DESCRIPTION: **CABLE, 750 MCM AL EPR 25KV, 1/C, CN**

QUANTITY: **66,000 FT.**

PRICE PER 1000 FEET:

\$ \_\_\_\_\_

TOTAL PRICE:

\$ \_\_\_\_\_

**\*NOTE: PRICE QUOTED MUST BE FIRM FOR DURATION OF CONTRACT.**

**PARTIAL SHIPMENT WILL BE ACCEPTED**

Manufacturer: \_\_\_\_\_

Product Description: \_\_\_\_\_

Exception to Specifications: \_\_\_\_\_

Warranty: \_\_\_\_\_

Delivery: \_\_\_\_\_

**BIDDER INFORMATION**

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

SDBE, Minority or Woman Owned Business Enterprise \_\_\_\_\_ Yes \_\_\_\_\_ No

Bid Submitted By: \_\_\_\_\_

(Name Printed Out)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_