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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

January 24, 2022

**TO:** Prospective Bidders  
**FROM:** Nikole Bohannon, Procurement Advisor  
**SUBJECT:** Request for Bids: February 23, 2022, at 2:00 p.m.

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

**PWC2022034**  
**ANNUAL MATERIALS CONTRACT FOR CONSTRUCTION OPERATIONS**

Please find attached the Notice to Bidders, General Terms and Conditions, and Bid Proposal forms. Please submit your bid on the form provided herein, or an exact copy thereof, and return one copy of the entire bid packet along with any descriptive literature covering the equipment you are bidding.

This request for bids (including Notice to Bidders, General Terms and Conditions, Bid Proposal forms) and the bid accepted by PWC shall form the terms of the parties' agreement, and this agreement shall be construed under the North Carolina Uniform Commercial Code.

Bids may be sent via US Mail to Fayetteville, Public Works Commission, Attn: Nikole Bohannon, 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: Nikole Bohannon Procurement Advisor, 955 Old Wilmington Road, Fayetteville NC 28301.

Should you have any questions please contact the PWC Procurement Department by phone at (910) 635-9882, by e-mail to [nikole.bohannon@faypwc.com](mailto:nikole.bohannon@faypwc.com)

Very truly yours,

**FAYETTEVILLE PUBLIC WORKS  
COMMISSION**  
Trent Ensley  
Procurement Manager

**FAYETTEVILLE PUBLIC WORKS COMMISSION  
NOTICE TO BIDDERS**

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the Fayetteville Public Works Commission (PWC), until **2:00 p.m., February 23, 2022**. 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:

**PWC2122034  
ANNUAL MATERIALS CONTRACT FOR CONSTRUCTION OPERATIONS**

Bid Documents may be obtained in the Procurement Office of the PWC, 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 [nikole.bohannon@faypwc.com](mailto:nikole.bohannon@faypwc.com)

**The bid will be awarded to the lowest responsive, responsible bidder, taking into consideration equipment quality, delivery time to PWC for the completed unit(s), and conformity with the set of General Terms and Conditions in the bid. The right is reserved to reject any or all bids and to waive any and all informalities.**

**FAYETTEVILLE PUBLIC WORKS  
COMMISSION**

Trent Ensley  
Procurement Manager

**FAYETTEVILLE PUBLIC WORKS COMMISSION  
GENERAL TERMS AND CONDITIONS**

**PWC2122034  
ANNUAL MATERIALS CONTRACT FOR CONSTRUCTION OPERATIONS**

1. Bids shall be received no later than 2:00 p.m., February 23, 2022, at which time they will be publicly opened and read aloud outside of the Fayetteville Public Works Commission (“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 PWC for a period of ninety (90) days after bid opening date.
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. PWC 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: Nikole Bohannon, 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: Nikole Bohannon, 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. Once a bid is submitted to the PWC, opened, evaluated, and subsequently accepted by issuance of a Purchase Order, the bid becomes a binding and legal contract between PWC and the Supplier. Additionally, no changes, additions, or deletions will be allowed after the bid is opened.
8. **Alternate Bids:** Do not submit alternate bids unless specifically called for on the bid proposal form.
9. It is the intent of the Bid Documents included herein to represent the minimum requirements of the materials to be purchased. All materials are not specifically mentioned, which are necessary for the operation of the Commission, shall be furnished by the successful bidder.
10. Reference to specific materials is also intended to represent the minimum requirements of the materials. Bidders may submit bids for materials that are “equal” to specified materials. PWC reserves the right to review the proposed materials and adjudge whether it is equal to the materials specified. PWC reserves the right to accept or reject any proposed materials. All exceptions and variations from the Bid Documents shall be clearly noted on the attached Exceptions/Variations form.

11. PWC personnel will place orders on an as needed basis throughout the life of the contract. Supplier shall confirm receipt of each order by e-mail stating the product ordered, quantity ordered and the expected delivery date. PWC personnel shall provide e-mail address to Supplier at the time an order is placed.
12. Supplier shall be responsible for delivering all materials to be purchased by PWC FOB destination, with one of the following destinations to be specified in each purchase order issued by PWC to Supplier. Delivery locations are as follows:
  1. Fayetteville Public Works Commission Complex  
955 Old Wilmington Rd  
Fayetteville, NC 28301.
  2. Glenville Lake WTP  
624 Filter Plant Dr.  
Fayetteville, NC 28301
  3. Fayetteville Public Works Commission Farm  
8924 Clinton Rd.  
Stedman, NC 28391
  4. Various PWC Substation Locations, all within Cumberland County
13. Payment for materials purchased pursuant to this bid shall be made approximately thirty (30) days, after same has been delivered, inspected, and approved.
14. All questions regarding this Invitation to Bid shall be submitted in writing to Nikole Bohannon, Procurement Advisor, by fax at (910) 635-9882 or e-mail to [nikole.bohannon@faypwc.com](mailto:nikole.bohannon@faypwc.com) no later than **5:00 p.m., February 7, 2022.**
15. 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.
16. All changes and clarifications to the Bid Documents will be issued in writing in the form of an addendum. No verbal changes or clarifications will be binding upon the PWC.
17. The Contract will be awarded for an initial term that will expire June 30, 2023. PWC reserves the right to extend the contract with the successful bidder for additional one (1) Fiscal year periods (July through June), up to a maximum of four (4) years, upon mutual agreement both Parties and should budget allow.
18. It is the intent of PWC that all pricings shall remain firm through June 30, 2023 and Supplier's shall take this into account when submitting their bids. In the event a contract is extended for an additional period thereafter, the Supplier may request an amendment to unit pricing. Justification for any increase must be based on the prevailing market index or detailed data showing the basis for, and the amount of the proposed increase. PWC reserves the right to accept or reject any request for increase. Such action by PWC shall occur not later than 30 days after receipt by PWC of a properly documented request.

19. 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.
20. Each bidder must demonstrate to PWC that it will continue to receive an uninterrupted supply of product as required during the contract period. A letter of commitment stating that sufficient material is available from the producer listed on the bid proposal sheet must be enclosed with the bid showing the committed volume of product to cover the annual quantity required.
21. **ESTIMATED QUANTITIES**  
Estimated Quantities are provided in the Proposal are the estimated quantities through the initial term (June 30, 2023) and for the purpose of comparing unit price bids, and while the quantities are believed to be a close approximation, payment will be calculated on the basis of the actual units executed at the unit prices submitted by the Bidder. PWC reserves the right to increase and/or decrease any or all of the quantities listed in the Proposal. PWCC further reserves the right to delete any single item or combination of items from the successful bidder's proposal.
22. **FORECAST QUANTITIES**  
PWC will submit to Supplier a nonbinding, forecast for materials for the subsequent years should the contract be renewed. All forecasts provided by PWC shall not be binding in any way and PWC may modify and such forecast at any time. The supplier represents and warrants that it has the capacity and expertise necessary to deliver to PWC the initial forecasted quantity of materials. The Supplier and PWC will work together regarding any changes in forecast quantities from the initially forecasted amount. Supplier will have the right to review each forecast and if it cannot meet the forecast Supplier will notify PWC within a reasonable commercial time and the parties will agree on a revised forecast. PWC and the supplier will work together to develop mutually agreeable release dates, considering PWC's needs and the supplier's schedule.
23. **CHANGES TO PURCHASE ORDER**  
All quantities ordered by PWC may be revised as requirements change. PWC may at any time make changes in delivery dates, shipping instructions, quantities ordered, or other terms of the purchase order. PWC will confirm such changes in writing, and Supplier will advise PWC in writing if the changes will result in changes to delivery schedules or other changes.
24. **TERMINATION FOR CONVENIENCE**  
PWC shall be entitled to terminate the parties' agreement for PWC's convenience without further liability upon 30 days prior written notice to Supplier, and PWC shall be obligated to pay Supplier for the materials ordered and delivered before expiration of the notice period.
25. **SAFETY AND PROTECTION**  
SUPPLIER shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Deliveries. SUPPLIER 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 Deliverables, and b. All the Deliverables and materials to be incorporated therein.
  - b. The Supplier shall comply with the OWNER's Safety Manual, Latest Edition and all applicable State and Federal Laws and Regulations relating to the safety and protection of persons 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 SUPPLIER. Any interpretation and enforcement made by the OWNER shall be binding upon the SUPPLIER. While on PWC property, if the SUPPLIER'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 SUPPLIER of compliance. Inspection by the OWNER shall not constitute an acceptance of the SUPPLIER'S practices, methods, techniques, procedures, nor release the SUPPLIER of the responsibility for safety while on PWC property.

## 26. **COVID-19**

As North Carolina and the nation continues to deal with the 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 social 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 field 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 any 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%20person%20meetings%20\(including,Fill%20hand%20sanitizer%20dispensers%20regularly.](https://www.osha.gov/SLTC/covid19/construction.html#:~:text=Keep%20in%20person%20meetings%20(including,Fill%20hand%20sanitizer%20dispensers%20regularly.)

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

### 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 & Dont's

[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 Licensing Board for General Contractors <https://www.nclbgc.org/2020/07/02/board-buzz-summer/>

NC Association of General Contractors

<https://www.cagc.org/CAGC/SafetyHR/CAGC/Safety/SafelyHomeInitiative.aspx?hke=e3439388-0c36-4755-91bd-4c8fc6d22a41>

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\\_vw&feature=emb\\_lo\\_go](https://www.youtube.com/watch?time_continue=1&v=tD0D7Apa_vw&feature=emb_lo_go)

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>

As an additional step to ensure the health and safety of Supplier employees and PWC employees, should a Supplier's employee test positive for COVID 19 the Supplier must immediately inform the PWC project manager/supervisor or their primary point of contact at PWC and the employee should be performing work at PWC facilities or field sites until medically cleared. This is necessary so PWC can inform our employees, conduct, or own method of contact tracing for our employees and take any measures necessary such as quarantining PWC employees who may have been in contact with the individual who tested positive. These actions are necessary to ensure the health and safety of all and to ensure that contract performance can be achieved under the conditions of this pandemic.

Supplier must provide a plan with their proposal that describes their plan for working under COVID-19 conditions. The plan should address the Supplier's approach to protect their employees, PWC employees, along with any other Supplier's working on PWC's locations. This may include the Supplier's approach towards employee use of PPE, such as face masks, sanitizing commonly shared tools or equipment, practicing social distancing as work conditions permit, and working within close proximity of others. The plan may also address any other actions that the Supplier will be taking, such as conducting daily temperature checks, conducting symptom checks and trackers, and any other actions the Supplier deems appropriate to protect the health and safety of their employees, PWC employees, and any other Supplier's working on PWC's locations.

**27. ASSIGNMENT**

The SUPPLIER may not assign this agreement or any of its rights, duties, or obligations hereunder, or subcontract any of the services to be performed hereunder, without the prior written consent of the PWC.

**28. COMPLIANCE**

SUPPLIER 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 law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Supplier 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 N.C.G.S. §64-26(a). Supplier hereby pledges, attests, and warrants through execution of this Agreement that Supplier complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that all subcontractors currently employed by or subsequently hired by Supplier shall comply with all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement. Supplier hereby further acknowledges that the execution and delivery of this Agreement constitutes Supplier's certification to PWC and to the North Carolina State Treasurer that, as of the date of the Effective Date of this Agreement, Supplier is not listed on (a) the Final Divestment List created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Chapter 147, Article 6E of the General Statutes of North Carolina (the "Iran Divestment Act"); or (b) the list of companies that the North Carolina State Treasurer determines to be engaged in a

boycott of Israel in accordance with Article 6G of Chapter 147 of the General Statutes of North Carolina. Supplier represents and warrants to Commission that Supplier, and all persons and entities owning (directly or indirectly) an ownership interest in it: (i) are not, and will not become, a person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including, but not limited to, those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (ii) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (i) above. Supplier also shall at all times during the term of this Agreement comply with Executive Order 11246, including but not limited to the Equal Opportunity Clause requirements set forth in 41 C.F.R. § 60-1.4. Supplier shall abide by the requirements of 41 CFR 60–300.5(a) and 60–741.5(a) prohibiting discrimination against qualified individuals on the basis of protected veteran status or disability and requiring affirmative action by covered prime Suppliers and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities

**29. INDEMNITY**

Supplier shall indemnify, defend, and hold harmless PWC and its Commissioners, officers, employees, agents, and representatives (collectively, “Indemnitees”) from and against all claims, actions, liabilities, damages, losses, costs, and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys’ fees) asserted by one or more third parties against one or more of the Indemnitees arising out of negligent or willful acts, violations of law, infringement of any patent, trademark, trade secret, copyright, or other intellectual property right of a third party, or omissions or breach of the obligations set forth in the parties’ agreement by Supplier or any of its employees, agents, representatives, and subcontractors. Supplier’s obligation to indemnify, defend, and hold harmless the Indemnitees shall survive the termination of the parties’ agreement and shall include the duty to pay for the reasonable attorney’s fees and costs associated with defending the Indemnitee(s) by the legal counsel of each Indemnitee’s choice

**30. DISPUTE RESOLUTION**

This Agreement shall be governed by the laws of the State of North Carolina without the application of the laws of any other state. The exclusive venue for all mediations and litigation and any other legal proceedings regarding the parties’ agreement shall be the State and Federal Courts serving Cumberland County, North Carolina, and Supplier consents to personal jurisdiction in such courts. Supplier irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court serving Cumberland County or that any such suit, action or proceeding brought in any such court serving Cumberland County has been brought in an inconvenient forum



**BIDDER INFORMATION FORM**

**ANNUAL MATERIALS CONTRACT FOR CONSTRUCTION OPERATIONS**

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: \_\_\_\_\_

**BID PROPOSAL**

**ANNUAL MATERIALS CONTRACT FOR CONSTRUCTION OPERATIONS**

<b><u>Materials for PWC Complex &amp; Glenville Lake WTP</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Estimated Quantities</u></b>	<b><u>Unit Price</u></b>	<b><u>Extended Price</u></b>
Sand Clay	Cubic Yard	5,000	\$	\$
Topsoil, screened	Cubic Yard	1,375	\$	\$
ABC Stone	Ton	9,038	\$	\$
#57 Stone	Ton	3,325	\$	\$
#78M Stone	Ton	125	\$	\$
Screenings	Ton	813	\$	\$
Surge	Ton	200	\$	\$
Class B Riprap	Ton	435	\$	\$
Class 2 Riprap	Ton	260	\$	\$
#4 Stone	Ton	200	\$	\$
Crush/Run	Ton	90	\$	\$

<b><u>Materials for PWC Farm - HWY 24 Stedman</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Estimated Quantities</u></b>	<b><u>Unit Price</u></b>	<b><u>Extended Price</u></b>
Sand Clay	Ton	160	\$	\$
Topsoil, screened	Ton	160	\$	\$

\*The following materials should be priced for truck load quantities delivered to PWC storage yards in and around Cumberland Co.

\*The following Estimated Quantities are for the initial term period (through June 30, 2023)

**Total Bid Price: \$** \_\_\_\_\_

