



INVITATION FOR BID

PWC2324068

**WATER TREATMENT AND WATER RECLAMATION
CHEMICALS ANNUAL CONTRACT**

**Date of Issue: March 22, 2024
Date of Opening: April 17, 2024
2:00 p.m.**

Direct all inquiries concerning this IFB to:

**JoAnn Bowman
Procurement Advisor
procurement@faypwc.com**

Contents

ADVERTISEMENT FOR BID	4
INSTRUCTIONS TO BIDDERS	5
OBJECTIVE OF THE REQUEST	5
IFB SCHEDULE	5
QUESTIONS	5
MINORITY, WOMEN, AND DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) PROGRAM / SMALL LOCAL SUPPLIER (SLS) PROGRAM	6
REFERENCES	7
SUBMISSION INSTRUCTIONS	7
QUANTITIES	8
PRICING AND REVERSE AUCTION	8
EVALUATION AND AWARD	9
DELIVERY AND PAYMENT	10
ATTACHMENT A: DETAILED SPECIFICATIONS	11
A. CAUSTIC SODA (SODIUM HYDROXIDE, 50%)	11
B. HYDROFLUROSILICIC ACID	12
C. POWDERED ACTIVATED CARBON	13
D. SODIUM HYPOCHLORITE	14
E. SODIUM BISULFITE	16
F. AQUEOUS AMMONIA (19.2%)	17
G. MAGNESIUM HYDROXIDE	18
H. HYDRATED LIME (BULK)	20
I. FERRIC SULFATE LIQUID	21
J. ZINC ORTHOPHOSPHATE	23
ATTACHMENT B: QUALITY CONTROL AND TESTING	25
ATTACHMENT C: BULK CHEMICAL DELIVERY SECURITY PROTOCOL	26
ATTACHMENT D: BID FORM FOR WATER TREATMENT AND WATER RECLAMATION CHEMICALS ANNUAL CONTRACT (PWC2324068)	27
ATTACHMENT E: CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS	29
ATTACHMENT F: AT A GLANCE	30
ATTACHMENT G: PWC SALE OF GOODS AGREEMENT	31
ATTACHMENT H: MWDBE AFFIDAVITS	38

**ATTACHMENT I: SMALL LOCAL SUPPLIER/MWDBE SUBCONTRACTOR
DISCLOSURE FORM 47**

ATTACHMENT J: eBridge Instructions 48

**ADVERTISEMENT FOR BID
FAYETTEVILLE PUBLIC WORKS COMMISSION
WATER TREATMENT AND WATER RECLAMATION CHEMICALS ANNUAL CONTRACT**

**Cumberland County
North Carolina**

Bids, excluding pricing, are solicited and will be received at Fayetteville Public Works Commission, Administration Building, Conference Room 107, 955 Old Wilmington Road, Fayetteville, NC 28301, until **2:00 p.m., ET Wednesday, April 17, 2024**, for the WATER TREATMENT AND WATER RECLAMATION CHEMICALS ANNUAL CONTRACT.

This bid will be conducted as a Multistep Competitive Sealed Bid consisting of the following two phases.

PHASE 1: BIDDERS SHALL SUBMIT UNPRICED TECHNICAL OFFERS PER INSTRUCTION THROUGHOUT THIS DOCUMENT. BIDDERS WHOSE UNPRICED TECHNICAL OFFER IS FOUND ACCEPTABLE DURING PHASE 1 WILL BE INVITED TO PARTICIPATE IN PHASE 2.

PHASE 2: PRICES WILL ONLY BE ACCEPTED IN THE SECOND PHASE DURING THE ONLINE REVERSE AUCTION BIDDING EVENT.

PWC has partnered with eBridge to host this bidding event on its Web-Based Bidding Platform. The awarded supplier is obligated to pay a transaction fee to eBridge per the Supplier Terms and Conditions as outlined in the attached eBridge Bid Instructions.

Enclosed please find the Instructions to Bidders, Detailed Specifications, and Bid Form. Information shall be submitted on the forms provided herein, or exact copies thereof, and the bidder shall return one copy of the entire bid packet along with the completed Bid Form and any other information specified in the bid documents.

Questions regarding this bid must be submitted in writing to the attention of JoAnn Bowman, at procurement@faypwc.com no later than **5:00 p.m., ET Wednesday, April 3, 2024**, in order to be considered for a response.

Mailed bids must be addressed to **JoAnn Bowman**, Procurement Advisor, Fayetteville Public Works Commission, 955 Old Wilmington Road, Fayetteville, North Carolina 28301. The outside of the envelope must be marked **BID: PWC2324068 WATER TREATMENT AND WATER RECLAMATION CHEMICALS ANNUAL CONTRACT** and shall indicate the name, and address of the bidder.

Fayetteville Public Works Commission reserves the right to reject any or all bids for any reason determined by PWC to be in its best interest, or to award the bid to the lowest responsible bidder or bidders, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

FAYETTEVILLE PUBLIC WORKS COMMISSION
Victoria McAllister
Procurement Manager

**INSTRUCTIONS TO BIDDERS
FAYETTEVILLE PUBLIC WORKS COMMISSION
WATER TREATMENT AND WATER RECLAMATION CHEMICALS ANNUAL CONTRACT**

OBJECTIVE OF THE REQUEST

It is the intent of this bid invitation to obtain pricing from chemical suppliers for the chemicals listed within the detailed specifications section of this Invitation for Bid (IFB) via reverse auction. You are requested to submit your bid on the enclosed Bid Form. The Bid outcome will result in a one-year contract.

IFB SCHEDULE

The following table shows the schedule of events to prepare your organization’s response. The key deadlines and targeted dates for this process are as follows:

Action	Responsibility	Date/Time
Submit Written Questions	Bidders	Wednesday, April 3, 2024, 5:00 p.m.
Provide Response to Questions	PWC	Friday, April 5, 2024, 5:00 p.m.
Submit IFB	Bidders	Wednesday, April 17, 2024, 2:00 p.m.
Evaluations/eBridge Qualification	PWC	Thursday, April 18, 2024, 5:00 p.m.
eBridge Reverse Auction Invites	PWC	Friday, April 19, 2024, 5:00 p.m.
eBridge Process Training	eBridge /Supplier	Monday, April 22, 2024 Tuesday, April 23, 2024
Submit Initial Bid Price via eBridge Bid System	Invited Supplier	Wednesday, April 24, 2024, 11:00 a.m.
Online Reverse Auction	Invited Supplier	Thursday, April 25, 2024, 2:00 p.m.
Target Commission Date	PWC	Wednesday, May 8, 2024
Target Council Date	PWC	Tuesday, May 28, 2024
Award /Sale of Goods Agreement	PWC	Tuesday, June 4, 2024
Contract Start Date	PWC & Supplier	July 1, 2024

QUESTIONS

Written questions shall be e-mailed to procurement@faypwc.com by the date and time specified in the IFB schedule. Bidders will enter “**IFB PWC2324068 – Questions**” as the subject of the email.

Questions received prior to the submission deadline date, the Procurement Advisor’s response, and any additional information deemed necessary by PWC will be posted in the form of an addendum to the PWC website and shall become an Addendum to this IFB. No information, instruction, or advice provided orally or informally by any PWC personnel, whether made in response to a question or otherwise concerning this IFB, shall be considered authoritative or binding. Firms shall rely only on written material contained in an Addendum to this IFB.

Inquiries should be submitted no later than the date and time noted in the IFB schedule. Questions answered verbally will be followed up by written addenda as deemed necessary; oral interpretations shall have no effect.

MINORITY, WOMEN, AND DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) PROGRAM / SMALL LOCAL SUPPLIER (SLS) PROGRAM

PWC is committed to promoting the utilization of Minority, Women, and Disadvantaged Businesses in PWC's geographical statistical area (GSA) by providing equal opportunity for participating in all aspects of PWC's contracting and procurement programs. The GSA consists of NCDOT division areas 3-8, and 10. PWC is also committed to promoting the utilization of small, local businesses in the Fayetteville Metropolitan Statistical Area (MSA) by increasing opportunities for those businesses to participate in PWC procurements. The MSA consists of Cumberland County, Hoke County, and Harnett County.

PWC requires Firms to report efforts to utilize Minority, Women, and Disadvantaged Business Enterprises (MWDBEs) and Historically Underutilized Businesses (HUBs) for specific projects and requires all Firms to report all such efforts for MWDBEs, HUBs, and Small Local Suppliers regardless of the requirements of a specific project. Bidders shall document any good-faith efforts and utilization in the MWDBE forms provided within Attachment H.

In accordance with PWC's MWDBE Program, the goal shall be to award four percent (4%) of the total contract dollars to MBE firms and four percent (4%) to WBE firms. A complete copy of PWC's MWDBE Program is available for inspection at PWC Procurement Department.

The following is a list of the efforts that should be made by the prime service provider to encourage MWDBE participation. In order to receive credit for having made "good faith efforts", the prime service provider should document all actions taken to include the following:

- 1) Attending pre-bid meetings scheduled by the department;
- 2) Identifying selected specific items of the project which could be executed by a MWDBE;
- 3) Soliciting MWDBE service provider participation in a reasonable time before the proposals are due through advertisements in circulation media, trade publications, and minority-focused media;
- 4) Contacting local firms, firms owned by minorities or women, and associations or business development centers which disseminate information to local businesses and businesses owned by minorities or women in a timely manner to allow sufficient time for MWDBEs to respond;
- 5) Following up on initial solicitations of interest by contacting the MWDBE to determine whether the MWDBE was interested in performing specific items of the project;
- 6) Attempting to enter into joint venture or partnership arrangements with MWDBEs and provide interested MWDBEs with information about the requirements for the project;
- 7) Providing assistance to MWDBEs in the review of proposals and work to be done by sub-service providers;
- 8) Using available directories of certified MWDBEs and other available resources;
- 9) Ensuring that the proposer negotiated in good faith with the MWDBE and did not unjustifiably

reject as unsatisfactory quotes prepared by any Minority, Women, or Disadvantaged Business Enterprise;

- 10) Making every effort to obtain Minority, Women, or Disadvantaged Business Enterprise participation that could reasonably be expected to produce a level of participation sufficient to meet the goals of PWC; and
- 11) Providing interested minority, women, and disadvantaged businesses with information relative to project requirements

REFERENCES

Bidders shall provide at least three (3) different references for which your company has supplied the exact model of equipment offered. PWC may contact these references to determine the commodity provided are substantially similar in scope to those requested in Attachment A and that the bidder’s performance has been satisfactory. The information obtained shall be considered in the evaluation of the bid. If PWC is referenced, it cannot be counted towards your three (3) required references but may be included in addition to.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL
Fayetteville Public Works Commission, if applicable			

SUBMISSION INSTRUCTIONS

- 1) Bids should be complete and carefully worded and should convey all the information requested in the IFB. Bids, excluding price should be prepared simply and economically, providing a straightforward, concise description of the bidder’s capabilities to satisfy the requirements of the IFB. Emphasis should be on completeness and clarity of content. If the bid includes any comment over and above the specific information requested in the IFB, the bidder should include this information as a separate appendix to its bid. Bids, excluding price that include clarifications or modifications to any of the IFB’s contractual requirements, or a bidder’s standard terms and conditions, may be deemed non-responsive and not considered for award at PWC’s discretion.

Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the IFB. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration. PWC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of a Sale of Goods Agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reasons for PWC’s action.

- 2) Bids may be withdrawn by the bidder only in writing and if receipt of such withdrawal is acknowledged by PWC prior to the time for the bid submittal deadline identified in the Advertisement for Bidders (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the bidder's letterhead and signed by an official of the bidder duly authorized to make such request.
- 3) Bids submitted in an envelope must have the bid title, date, and time of the bid submittal deadline on the front of the envelope no later than the bid due date and time. The bid will be due at the **Fayetteville Public Works Commission, Administration Building, Procurement Department, 955 Old Wilmington Road, Fayetteville, NC 28301**.
- 4) Bids, excluding price will be examined promptly after the bid opening.
- 5) Following the conclusion of the reverse auction an award recommendation will be made at the earliest possible date. Bids must be held firm for PWC for a period of sixty (60) days after the online reverse auction date. A purchase order will be issued to the awarded bidder in July.
- 6) Bidders shall submit bids, excluding price only on the Bid Forms provided herein, or exact copies thereof (**See Attachment D – Bid Form**). Failure to provide full and complete Bid Forms may result in a bid being deemed non-responsive.
- 7) All information requested, including manufacturer, brand, etc. must be entered on the appropriate spaces provided. Bidders are to fill in all blanks EXCEPT PRICING on the Bid Form unless it is clear that the PWC will do so; if a blank is not applicable, bidders should write "N/A." Pricing will be collected during the live online reverse auction. Pricing submitted in any form other than the reverse auction shall be non-responsive and therefore subject to rejection. Along with the Bid Form, bidders should place in the bid envelope all the documents.
- 8) All bids must be signed by an authorized official of the bidder. Bids may be rejected for any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.
- 9) Do not submit alternate bids unless specifically called for on the Bid Forms.
- 10) Bids will not be considered if not accompanied by MSDS.

QUANTITIES

- 1) Quantities listed are estimates ONLY based on historical usage. PWC does not guarantee a minimum or maximum quantity to be purchased.

PRICING AND REVERSE AUCTION

- 1) This Bid will be conducted as a multistep competitive sealed bid consisting of the following two phases.

PHASE 1: BIDDERS SHALL SUBMIT UNPRICED TECHNICAL OFFERS PER INSTRUCTION THROUGHOUT THIS DOCUMENT. BIDDERS WHOSE UNPRICED TECHNICAL OFFER IS FOUND ACCEPTABLE DURING PHASE 1 WILL BE INVITED TO PARTICIPATE IN PHASE 2.

PHASE 2: PRICES WILL ONLY BE ACCEPTED IN THE SECOND PHASE DURING THE ONLINE REVERSE AUCTION BIDDING EVENT.

- 2) PWC has partnered with eBridge to host this bidding event on its Web-Based Bidding Platform. The awarded supplier is obligated to pay a transaction fee to eBridge per the Supplier Terms and Conditions as outlined in the attached eBridge Bid Instructions.
- 3) PWC has partnered with eBridge to host this bidding event on its web-based bidding platform.
- 4) The awarded supplier is obligated to pay a transaction fee to eBridge per the eBridge Electronic Bid Event Form and Supplier Terms and Conditions as outlined in Attachment K: eBridge Information.

EVALUATION AND AWARD

- 1) For purposes of evaluation of the Bids, all Bidders are instructed to submit Bids in the unit of measurement requested. PWC reserves the right to make a single award for all items or may award separate contracts to multiple Bidders for various items to the lowest responsive, responsible Bidder or Bidders, taking into consideration product quality, delivery time to PWC, and conformity with the specifications in these Bid documents. PWC may also consider, among other things, the Bidder's past performance conduct on other contracts, and other information as PWC deems necessary to assist in the evaluation of any Bid.
- 2) Upon request, the bidder shall be required to furnish a promptly certified chemical analysis or a sample of the product to be delivered to a laboratory of the purchaser's designation for certified chemical analysis. The findings of said laboratory shall be final and binding on all persons. No samples are to be submitted until requested with the exception being the analysis enclosed with the bid submittal.
- 3) Chemicals supplied under these specifications shall not contain soluble minerals or organic substances in quantities capable of producing deleterious or injurious effects upon public health or water quality. Where applicable, the National Sanitation Foundation Standard Number 60 will be used as the guideline for acceptability. Analysis as required must be submitted for evaluation of bids prior to award of contract.
- 4) An award of a contract is subject to the approval by the Board of Commissioners of PWC and the Fayetteville, North Carolina City Council.
- 5) PWC reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Bidder prior to award, and during the Sale of Goods Agreement term, as PWC deems necessary to determine that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Sale of Goods Agreement.
- 6) 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, a reference list of contracts of similar size, etc.
- 7) PWC reserves the right to make a single award for all items or may award separate contracts

to multiple bidders for various items to the lowest responsive, responsible bidder or bidders, taking into consideration product quality, performance to PWC, and conformity with the specifications in these bid documents. PWC may also consider, among other things, the Bidder's past performance conduct on other contracts, and other information as PWC deems necessary to assist in the evaluation of any bid.

- 8) The Sale of Goods Agreement will be awarded for a period of one (1) year to begin on or about July 1, 2024.
- 9) It is the intent of PWC that all pricing remains firm for the initial one (1) year contract period and bidders shall take this into account when submitting their bids online.
- 10) PWC reserves the right to immediately terminate this contract should the Supplier fail to maintain bid pricing, comply with delivery requirements and protocol, and necessary safety requirements, or provide a product meeting the specifications. Unapproved increases shall also be grounds for termination.

DELIVERY AND PAYMENT

- 1) Delivery to be made F.O.B. Public Works Commission (Water/Water Reclamation Facility as designated at the time order is placed.). Delivery is to be conducted in the manner specified in Attachment C: Bulk Chemical Delivery Security Protocol included herein.
- 2) Deliveries shall be made between the hours of **7:00 a.m. and 3:30 p.m., Monday through Friday**, within the time frame specified on the Bid Form.
- 3) Payment for equipment, material, supplies, etc. purchased pursuant to this bid shall be made by Public Works Commission approximately thirty days after the same has been delivered, inspected, approved and the invoice received in the PWC Accounts Payable Office, P.O. Box 1089, Fayetteville, North Carolina 28302.

SPILL PREVENTION

- 1) In the event of a spill resulting from the Supplier's actions, the Supplier's employee shall perform initial spill response including but not limited to using materials in PWC owned spill kits to prevent chemicals from injuring PWC employees and to prevent chemicals from reaching storm drains. It is the responsibility of the Supplier regardless of subcontracting delivery of the chemical to any PWC locations, in ensuring spill response to the location. The Supplier shall pay any fines levied against the PWC for spills resulting from the Supplier's actions and shall pay any costs incurred for clean-up and emergency response.

ATTACHMENT A: DETAILED SPECIFICATIONS

A. CAUSTIC SODA (SODIUM HYDROXIDE, 50%)

- 1) Standard used is AWWA B501-13.
- 2) The manufacturer or vendor shall provide an affidavit stating that the caustic soda furnished under the purchaser's order complies with all applicable requirements of the above AWWA standard.
- 3) Bulk shipments of the caustic soda are to be accompanied by weight certificates of certified weighers. Tankers shall be equipped with hose, pipe, fittings, etc. for unloading into bulk storage tanks.
- 4) A minimum of a 2-hour training course by a qualified instructor on the safe usage and handling of this chemical is to be provided if requested. Other instructional material, such as videotapes, are to be provided if requested.
- 5) National Sanitation Foundation (NSF) product certification (or the equivalent as determined by PWC staff) shall be provided with all drinking water chemical bids, attesting to the product meeting the applicable standards.
- 6) Vendor shall provide a Certificate of Analysis (COA) with each shipment detailing the purity, specific gravity, and compliance with NSF/ANSI 60 requirements.
- 7) Vendor shall transmit an electronic copy of the Driver's ID and serial number(s) of tamper evident seals prior to delivery.
- 8) Since this material is fed into potable water supply following all other treatment, it is mandatory that no trash, debris, or foreign matter be present in the caustic as delivered. The presence of any such contaminants shall be cause for rejection and the supplier shall promptly remove such contaminated material and replace with acceptable caustic soda at his own expense.
- 9) Vendor shall be responsible for the immediate clean-up of any spilled material that occurs during or as a result of off-loading operations. Vendor is expected to clean-up and remove spilled material from the PWC facility's premises. At no time will clean-up of spilled materials include wash down to the storm or sanitary sewer.
- 10) Every shipment shall be sampled for specific gravity and clarity by field expedient methods prior to unloading.
- 11) Drivers shall not make connections or initiate off-loading procedures until authorized to do so by an employee of the Public Works Commission. Drivers will be required to wear protective clothing and equipment in accordance with OSHA rules during unloading of the product.

B. HYDROFLUROSILICIC ACID

- 1) Shall be of a quality suitable for treatment of the municipal water supply, based on AWWA Standard B703-11.
- 2) The manufacturer or vendor shall provide an affidavit stating that the fluorosilicic acid furnished under the purchaser's order complies with all applicable requirements of the above AWWA standard.
- 3) This material shall meet the North Carolina Division of Health Services requirements as follows:
 - a) The quality of the fluoride chemical applied to the water shall be approved by the N. C. Division of Health Services. The manufacturer shall submit a certified copy of the product offered for sale. Test for purity of the chemical shall include the U. S. Pharmacopoeia tests for heavy metals (U. S. Pharmacopoeia, XIII, page 720).
- 4) Bulk shipments of the fluorosilicic acid are to be accompanied by weight certificates of certified weighers.
- 5) Shipments shall be accompanied by assay certificate stating the percent of fluorosilicic acid by weight.
- 6) A minimum of a 2-hour training course by a qualified instructor on the safe usage and handling of this chemical is to be provided if requested. Other instructional material, such as videotapes, are to be provided if requested.
- 7) National Sanitation Foundation (NSF) product certification (or the equivalent as determined by PWC staff) shall be provided with all drinking water chemical bids, attesting to the product meeting the applicable standards.
- 8) The material shall contain no substance capable of producing a deleterious effect upon the health of those consuming water that has been properly treated with fluosilicic acid.
- 9) Vendor shall provide a Certificate of Analysis (COA) with each shipment detailing the purity, specific gravity, and compliance with NSF/ANSI 60 requirements.
- 10) Vendor shall transmit an electronic copy of the Driver's ID and serial number(s) of tamper evident seals prior to delivery.
- 11) Vendor shall be responsible for the immediate clean-up of any spilled material that occurs during or as a result of off-loading operations. Vendor is expected to clean-up and remove spilled material from the PWC facility's premises. At no time will clean-up of spilled materials include wash down to the storm or sanitary sewer.
- 12) Drivers shall not make connections or initiate off-loading procedures until authorized to do so by an employee of the Public Works Commission. Drivers will be required to wear protective clothing and equipment in accordance with OSHA rules during unloading of the product.

C. POWDERED ACTIVATED CARBON

- 1) Standard used is AWWA B600-16.
- 2) The manufacturer or vendor shall provide an affidavit stating that the powdered activated carbon furnished under the purchaser's order complies with all applicable requirements of the above AWWA standard.
- 3) Activated Carbon to be packaged in 50 pound (50#) bags.
- 4) A minimum of a 2-hour training course by a qualified instructor on the safe usage and handling of this chemical is to be provided if requested. Other instructional material, such as videotapes, are to be provided if requested.
- 5) National Sanitation Foundation (NSF) product certification (or the equivalent as determined by PWC staff) shall be provided with all drinking water chemical bids, attesting to the product meeting the applicable standards.
- 6) Vendor shall provide a Certificate of Analysis (COA) with each shipment detailing the purity, specific gravity, and compliance with NSF/ANSI 60 requirements.
- 7) Vendor shall transmit an electronic copy of the Driver's ID and serial number(s) of tamper evident seals prior to delivery.
- 8) Vendor shall be responsible for the immediate clean-up of any spilled material that occurs during or as a result of off-loading operations. Vendor is expected to clean-up and remove spilled material from the PWC facility's premises. At no time will clean-up of spilled materials include wash down to the storm or sanitary sewer.
- 9) Drivers shall not make connections or initiate off-loading procedures until authorized to do so by an employee of the Public Works Commission. Drivers will be required to wear protective clothing and equipment in accordance with OSHA rules during unloading of the product.

D. SODIUM HYPOCHLORITE

- 1) Standard used is AWWA B300-10.
- 2) The manufacturer or vendor shall provide an affidavit stating that the sodium hypochlorite furnished under the purchaser's order complies with all applicable requirements of the above AWWA standard.
- 3) Sodium Hypochlorite Chemical Specification:

	Minimum	Maximum
Available Chlorine Trade	12.0	13.0
Available Chlorine by Weight	10%	11%
Available Chlorine by (grams per liter)	120 g/l	130 g/l
Excess NaOH (Free Alkali) by weight	0.2	0.85
Specific Gravity	1.16	1.18
Insoluble matter by weight	None	0.15%
Color	Clear	Light Yellow
Bromate	None	0.003 mg/l
Fe	None	0.1 mg/l
Ni	None	0.05 mg/l
Cu	None	0.05 mg/l

- 4) Bulk shipments of the sodium hypochlorite are to be accompanied by weight certificates of certified weighers. Tankers shall be equipped with hose, pipe, fittings, etc. for unloading into bulk storage tanks.
- 5) The type required is Sodium Hypochlorite, 15% available chlorine.
- 6) Drivers shall not make connections or initiate off-loading procedures until authorized to do so by an employee of the Public Works Commission. Drivers will be required to wear protective clothing and equipment in accordance with OSHA rules during unloading of the product.
- 7) Every shipment shall be sampled and inspected for specific gravity and clarity by field expedient methods prior to unloading.
- 8) A minimum of a 2-hour training course by a qualified instructor on the safe usage and handling of this chemical is to be provided if requested. Other instructional material, such as video tapes, are to be provided if requested.
- 9) National Sanitation Foundation (NSF) product certification (or the equivalent as determined by PWC staff) shall be provided with all drinking water chemical bids, attesting to the product meeting the applicable standards.
- 10) Vendor shall provide a Certificate of Analysis (COA) with each shipment detailing the purity, specific gravity, and compliance with NSF/ANSI 60 requirements.
- 11) Manufacture must provide chlorate testing results on each load being delivered to the facilities.
- 12) Vendor shall transmit an electronic copy of the Driver's ID and serial number(s) of tamper

evident seals prior to delivery.

- 13)** Vendor shall be responsible for the immediate clean-up of any spilled material that occurs during or as a result of off-loading operations. Vendor is expected to clean-up and remove spilled material from the PWC facility's premises. At no time will clean-up of spilled materials include wash down to the storm or sanitary sewer.

E. SODIUM BISULFITE

- 1) Standard used is AWWA B601-17.
- 2) The manufacturer or vendor shall provide an affidavit stating that the sodium bisulfite furnished under the purchaser's order complies with all applicable requirements of the above AWWA standard.
- 3) Bulk shipments of the sodium bisulfite are to be accompanied by weight certificates of certified weighers. Tankers shall be equipped with hose, pipe, fittings, etc. for unloading into bulk storage tanks.
- 4) The sodium bisulfite shall meet the following requirements:
 - a) NaHSO₃ – 38.0000 – 42.0000%
 - b) pH – 3.0000 – 5.0000
 - c) Fe – 2.0000 – 10.0000 ppm
 - d) Freeze Point – 34 Degrees F approx.
 - e) Pounds per gallon – 11.0000
- 5) Drivers shall not make connections or initiate off-loading procedures until authorized to do so by an employee of the Public Works Commission. Drivers will be required to wear protective clothing and equipment in accordance with OSHA rules during unloading of the product.
- 6) Every shipment shall be sampled and inspected for specific gravity and clarity by field expedient methods prior to unloading. A certificate of analysis shall accompany each shipment.
- 7) A minimum of a 2-hour training course by a qualified instructor on the safe usage and handling of this chemical is to be provided if requested. Other instructional material, such as video tapes, are to be provided if requested.
- 8) National Sanitation Foundation (NSF) product certification (or the equivalent as determined by PWC staff) shall be provided with all drinking water chemical bids, attesting to the product meeting the applicable standards.
- 9) Vendor shall be responsible for the immediate clean-up of any spilled material that occurs during or as a result of off-loading operations. Vendor is expected to clean-up and remove spilled material from the PWC facility's premises. At no time will clean-up of spilled materials include wash down to the storm or sanitary sewer.

F. AQUEOUS AMMONIA (19.2%)

- 1) Standard used is AWWA B306-15.
- 2) Bulk shipments of the aqueous ammonia are to be accompanied by weight certificates of certified weighers. Tankers shall be equipped with hose, pipe, fittings, etc. for unloading into bulk storage tanks.
- 3) Drivers shall not make connections or initiate off-loading procedures until authorized to do so by an employee of the Public Works Commission. Drivers will be required to wear protective clothing and equipment in accordance with OSHA rules during unloading of the product.
- 4) Every shipment shall be sampled and inspected for specific gravity and clarity by field expedient methods prior to unloading.
- 5) A minimum of a 2-hour training course by a qualified instructor on the safe usage and handling of this chemical is to be provided if requested. Other instructional material, such as videotapes, shall be provided if requested.
- 6) National Sanitation Foundation (NSF) product certification (or the equivalent as determined by PWC staff) shall be provided with all drinking water chemical bids, attesting to the product meeting the applicable standards.
- 7) Vendor shall provide a Certificate of Analysis (COA) with each shipment detailing the purity, specific gravity, and compliance with NSF/ANSI 60 requirements.
- 8) Vendor shall transmit an electronic copy of the Driver's ID and serial number(s) of tamper evident seals prior to delivery.
- 9) Vendor shall be responsible for the immediate clean-up of any spilled material that occurs during or as a result of off-loading operations. Vendor is expected to clean-up and remove spilled material from the PWC facility's premises. At no time will clean-up of spilled materials include wash down to the storm or sanitary sewer.

G. MAGNESIUM HYDROXIDE

Orders shall be placed for magnesium hydroxide in liquid bulk of approximately 3,800 gallons each. Vendor must ensure that carrier provides proper equipment necessary to unload each delivery.

- 1) All bidders must be the manufacturer or the manufacturer's stipulated Vendor of the magnesium hydroxide being quoted.
- 2) Bidders must submit as part of this bid a technical service plan that will address staff training, emergency technical assistance, product efficiency evaluation and optimization during the contract period.
- 3) Bids will be evaluated on the projected cost. The bid deemed the most advantageous to the City will be accepted.
- 4) Magnesium Hydroxide Chemical Specifications:

	Typical	Maximum	Minimum
Slurry Basis			
Mg(OH) ₂ contained lb/gal	7.7	8.0	7.0
Dry Solids Basis			
Mg(OH) ₂ , wt%	98.8		98.5
CaO, wt%	0.6	.8	
SiO ₂ , wt%	.20	.35	
Fe ₂ O ₃ , wt%	.10	.21	
Median Particle Size, Micron	3.0	3.5	1.0
Specific Surface Area, m ² /g	15	20	12
Lbs. Alkalinity/Gallon	13.38	14.0	12.5
	Typical	Maximum	Minimum
% Passing 325 Mesh Sieve	99.8	100	99.0
Stabilized Residual Test, Grams*	1.0	3.0	
NaOH Equivalent	1 lb Equivalent to .73 lb Mg(OH) ₂		
Na ₂ CO ₃ Equivalent	1 lb Equivalent to .55 lb Mg(OH) ₂		
PHYSICAL PROPERTIES OF SLURRY			
Density, lbs./gal.	12.8	13.1	12.2
Solids, Weight Percent %	56	62	55
Viscosity, cps*	150	500	100
TP-112 14 Hour Stability Residual Test			

Additional magnesium hydroxide requirements are bulleted below:

- 5) The magnesium hydroxide slurry shall only be produced and manufactured from seawater or magnesium chloride brine utilizing a wet milling process for consistent product sizing and uniformity. This requirement is utilized to provide consistent performance, better dispersion and suspension stability.

- 6) The magnesium hydroxide slurry shall have a median particle size no greater than 3.5 microns in order to insure sufficient surface area and reactivity within the wastewater.
- 7) The magnesium hydroxide slurry shall have a specific surface area, m²/g of no less than 12 square meters per gram in order to insure sufficient surface area and reactivity within the wastewater.
- 8) The magnesium hydroxide slurry shall have a Stabilized Residual Test result in grams of less than or equal to 3.0 grams to prevent feed tank handling and wastewater treatment plant problems associated with instability of low-grade magnesium hydroxide slurry produced from uncalcined brucite, uncalcined dolomite, dolime, brucitic marble, or any caustic-enhanced or lime-enhanced versions of the former.
- 9) The magnesium hydroxide slurry shall be capable of cost effectively providing noncarbonated alkalinity for biological treatment plant processes. The percent by weight of the Vendor's magnesium hydroxide slurry shall not exceed 2.0% by weight of CaO. This requirement is to prevent water softening and to prevent the precipitation of magnesium and calcium that results in sludge production and reduced reactivity/reduced alkalinity.

H. HYDRATED LIME (BULK)

- 1)** Standard used is AWWA B202-13.
- 2)** The manufacturer or vendor shall provide an affidavit stating that the hydrated lime furnished under the purchaser's order complies with all applicable requirements of the above AWWA standard.
- 3)** Shipments of the hydrated lime are to be accompanied by weight certificates of certified weighers.
- 4)** Hydrated Lime is to be delivered in bulk as may be required by individual treatment plants.
- 5)** A minimum of a 2-hour training course by a qualified instructor on the safe usage and handling of this chemical is to be provided if requested. Other instructional material, such as videotapes, are to be provided if requested.
- 6)** National Sanitation Foundation (NSF) product certification (or the equivalent as determined by PWC staff) shall be provided with all drinking water chemical bids, attesting to the product meeting the applicable standards.
- 7)** Vendor shall provide a Certificate of Analysis (COA) with each shipment detailing the purity, specific gravity, and compliance with NSF/ANSI 60 requirements.
- 8)** Vendor shall transmit an electronic copy of the Driver's ID and serial number(s) of tamper evident seals prior to delivery.
- 9)** Vendor shall be responsible for the immediate clean-up of any spilled material that occurs during or as a result of off-loading operations.
- 10)** Vendor is expected to clean-up and remove spilled material from the PWC facility's premises. At no time will clean-up of spilled materials include wash down to the storm or sanitary sewer.
- 11)** Drivers shall not make connections or initiate off-loading procedures until authorized to do so by an employee of the Public Works Commission. Drivers will be required to wear protective clothing and equipment in accordance with OSHA rules during unloading of the product.

I. FERRIC SULFATE LIQUID

- 1) Standard used is AWWA B406-14.
- 2) The manufacturer or vendor shall provide an affidavit stating that the ferric sulfate liquid furnished under the purchaser's order complies with all applicable requirements of the above AWWA standard.
- 3) National Sanitation Foundation (NSF) Standard 60 product certification shall be provided with all drinking water chemical bids, attesting to the product meeting the applicable standards.
- 4) The ferric sulfate shall be supplied as an aqueous solution containing not less than 13% ferric iron and not more than 14% ferric iron, all soluble.
- 5) The ferric sulfate shall be manufactured from a source of virgin mined iron ore and selected high purity components i.e. magnetite, hematite, ferrous sulfate, etc.
 - a) and a "water white" grade of sulfuric acid.
- 6) Vendor shall provide a Certificate of Analysis (COA) with each shipment detailing the purity, specific gravity, and compliance with NSF/ANSI 60 requirements.
- 7) Vendor shall transmit an electronic copy of the Driver's ID and serial number(s) of tamper evident seals prior to delivery.
- 8) The ferric sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.
- 9) The FERRIC SULFATE, LIQUID shall have the following chemical properties:
 - a) Ferric iron: 13.0 – 14.0%
 - b) Ferrous iron: 0.1% max.
 - c) Free Acid (as % H2504): 0.1% max.
 - d) % Insoluble: 0.1% max.
- 10) The FERRIC SULFATE, LIQUID shall not contain specific impurities in excess of the following limits (by Weight).
 - a) Arsenic 1 mg/kg
 - b) Copper 5 mg/kg
 - c) Cadmium 0.5 mg/kg
 - d) Zinc 10 mg/kg
 - e) Chromium 5 mg/kg
 - f) Manganese 120 mg/kg
 - g) Lead 1.0 mg/kg
 - h) Barium 6 mg/kg
 - i) Mercury 0.2 mg/kg
 - j) Chloride 100 mg/kg
 - k) Selenium 3 mg/kg
 - l) Fluoride 60 mg/kg

m) Silver	11 mg/kg
n) Titanium	150 mg/kg
o) Nitrites (AS N)	75 mg/kg
p) Nitrates(AS N)	75 mg/kg
q) Total organic Carbon:	15 mg/kg
r) Sodium	1000 mg/kg
s) Nickel	40 mg/kg
t) Molybdenum	15 mg/kg
u) Beryllium	1.0 mg/kg
v) Antimony	1.0 mg/kg
w) Thallium	10.0 mg/kg
x) Cyanide	1.0 mg/kg
y) Total Nitrate an Nitrite (AS N)	150 mg/kg

J. ZINC ORTHOPHOSPHATE

- A. General:** The P.O. Hoffer Water Filtration Plant is a 32 MGD surface water treatment plant and the Glenville Lake Water Filtration Plant is an 18 MGD surface water treatment plant. The current average of water production for P.O Hoffer is 21.7 MGD and Glenville Lake is 8.5 MGD. This facility has been using a blended zinc orthophosphate (3:1) in the water distribution system for at least the last twenty years. The successful bidder must maintain corrosion rates equal to or better than our present program. Cold roll mild steel coupons measuring mls/year (mpy) corrosion will be used. Corrosion analysis must be performed every (90) ninety days by an independent laboratory acceptable to the Fayetteville Public Works Commission Water Treatment Department and test results shall be remitted to PWC along with any recommended dosage adjustments. All cost incurred for testing will be included in the bid price. The coupons will be installed in eight (8) "by-pass" racks in the distribution system as designated by the Fayetteville Public Works Commission Water Treatment Department for monitoring corrosion rates. Coupons are to be changed out within (2) two weeks of notification of awarding bid. Analysis shall be performed on the removed coupons by an independent lab and the results submitted to Fayetteville Public Works Commission Water Treatment Department. Local service is required during the contract period in support of chemical usage. This shall include quarterly testing in the distribution system to ensure desired residual is maintained at eight (8) sites. (Locations may change during the contract period). Testing shall include iron, manganese, total phosphate, chlorine, pH and zinc. Control limits in the distribution system will be **1.35-1.80 mg/l as Phosphate, <0.01 mg/l Manganese, <10.0 mg/l Iron and 0.27-0.36 mg/l Zinc.**
- B. Support:** Supplier will provide recommendations with graphs and a report every quarter and a yearly review based upon the analysis and customer complaints associated with the corrosion control program. The supplier shall identify name, address, and phone number of two (2) individuals responsible for technical assistance and service. These individuals will be available at any time, day, or night, during the contract period to provide assistance to PWC.
- C. Product Benefits:** Product must form a protective zinc orthophosphate film on mild steel, copper, lead and other metals to control corrosion.
- D. Product Description:** Product must be a clear, colorless liquid with no foreign odor or materials.
- E. Typical Values:** Product must have the following values:
- Specific gravity @ 25°C: 1.50-1.65
 - Phosphate Content (as PO₄): 30-60%
 - Zinc Content (as Zn): 15-40%
 - Zinc to Phosphate Ratio: 3:1
 - Lbs. per gallon: 12.51-13.76
- F. Packaging:** PWC will place orders of the product for 45,000 lbs. per shipment. Tanker must have ability to hold 45,000 lbs. per shipment. Plant air is not available, and the tanker must have the capability to pump product through the truck's air compressor.

- a. Bidder is asked to guarantee 550,000 lbs. will be allocated to PWC to ensure sufficient supply.
- G. Labeling Requirements:** The product must be labeled and have DOT CORROSIVE label as required by law.
- H. Material Safety Data Sheet:** Bidders must submit an SDS for product offered with bid. The successful bidder must provide an SDS for product with each delivery.
- I. Key Properties:** The product must be relatively non-volatile and stable at elevated temperatures.
- J. Governmental Approvals:** The product must be NSF 60 approved and meet AWWA Standard B506-06.
- K. Certificate of Analysis:** Vendor shall provide a Certificate of Analysis (COA) with each shipment detailing the purity, specific gravity, and compliance with NSF/ANSI 60 requirements.
- L. Driver Verification:** Vendor shall transmit an electronic copy of the Driver's ID and serial number(s) of tamper evident seals prior to delivery.
- M. Purity Requirements:** Since this material is fed into potable water supply following all other treatment, it is mandatory that no trash, debris, or foreign matter be present in the caustic as delivered. The presence of any such contaminants shall be cause for rejection and the supplier shall promptly remove such contaminated material and replace with acceptable caustic soda at his own expense.
- N. Clean-up of Spills:** Vendor shall be responsible for the immediate clean-up of any spilled material that occurs during or because of off-loading operations. Vendor is expected to clean-up and remove spilled material from the PWC facility's premises. At no time will clean-up of spilled materials include wash down to the storm or sanitary sewer.
- O. Field Sampling:** Every shipment shall be sampled for specific gravity and clarity by field expedient methods prior to unloading.
- P. Offloading Procedures:** Drivers shall not make connections or initiate off-loading procedures until authorized to do so by an employee of the Public Works Commission. Drivers will be required to wear protective clothing and equipment in accordance with OSHA rules during unloading of the product.

ATTACHMENT B: QUALITY CONTROL AND TESTING

- 1) Sampling and testing shall be conducted in accordance with all AWWA; ANSI and ASTM specifications.
- 2) It shall be the vendor's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the BUYER. The Certified Analysis shall be signed by an employee of the vendor and specify: % total iron, % ferric iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the Buyer at the time of delivery.
- 3) It shall be the responsibility of the material transporter to provide a proper sample of the ferric sulfate, liquid being delivered for analysis, the ferric sulfate liquid sample shall be prepared in accordance with AWWA B406-06. Each sample shall be labeled to identify its content, and the label shall be signed by the person actually collecting the sample.
 - a) Bulk shipments of the ferric sulfate are to be accompanied by weight certificates of certified weighers.
 - b) A minimum of a 2-hour training course by a qualified instructor on the safe usage and handling of this chemical is to be provided if requested. Other instructional material, such as videotapes, are to be provided if requested.
 - c) Vendor shall be responsible for the immediate clean-up of any spilled material that occurs during or as a result of off-loading operations. Vendor is expected to clean-up and remove spilled material from the PWC facility's premises. At no time will clean-up of spilled materials include wash down to the storm or sanitary sewer.
 - d) Drivers shall not make connections or initiate off-loading procedures until authorized to do so by an employee of the Public Works Commission. Drivers will be required to wear protective clothing and equipment in accordance with OSHA rules during unloading of the product.

ATTACHMENT C: BULK CHEMICAL DELIVERY SECURITY PROTOCOL

- 1) Trucks must be sealed with security tags after being loaded at terminal.
- 2) Before leaving terminal the water treatment/water reclamation facility (WTF/WRF) must be notified of the trailer number & seal numbers via e-mail or fax.
- 3) When placing the order, WTF/WRF staff will provide a “pass-code” to the vendor. This “pass-code” will be used by the driver and facility personnel as part of the authorization to off-load.
- 4) WTF/WRF staff must be made aware of the truck driver’s identity before the truck leaves the terminal. A photo and name of the driver making the delivery must be emailed to the WTF/WRF prior to the truck leaving the terminal. Scanned and emailed photos are preferred due to the photo quality issues when faxed.
- 5) The driver shall provide the “pass-code” to plant staff upon arrival at the WTF/WRF and prior to off-loading any chemicals. No truck will be permitted to off-load without this code.
- 6) WTF/WRF staff will check all delivery information. It must match exactly.
- 7) Any discrepancies will result in a Supervisor being notified, delay in chemical being off-loaded and/or chemical being refused.
- 8) It is the responsibility of the WTF/WRF staff to make sure the Bill of Lading, manifest or shipping ticket is correct before chemical is off-loaded.
 - a) Any discrepancies in the documents referenced in Step 8, will result in the shipment being refused.
 - b) Any discrepancies regarding driver identification will result in the load being refused.
 - c) Any discrepancies regarding the seal numbers will result in the load being refused.
 - d) The Fayetteville Police Department will be notified in the event of significant discrepancies.

ATTACHMENT D: BID FORM FOR WATER TREATMENT AND WATER RECLAMATION CHEMICALS ANNUAL CONTRACT (PWC2324068)

Bidder Information:

Name of Company

Address

Phone Number

Email Address

Federal ID No.

Is the business SDBE, MWBE, DBE, or HUB

Printed Name

Title

Signature

Date

Furnish And Deliver:

<i>ITEM</i>	<i>CHEMICAL</i>	<i>UNIT OF MEASURE</i>	<i>ESTIMATED QUANTITY</i>	<i>UNIT COST</i>	<i>EXTENDED PRICE</i>	<i>MANUFACTURER</i>	<i>BRAND</i>
A	Caustic Soda (sodium hydroxide, 50%) AWWA B501-13	Ton (Wet Weight)	2300 (20 tons per delivery)	REVERSE AUCTION	REVERSE AUCTION		
B	Hydrofluorosilicic Acid AWWA B703-11	Tons (Wet Weight)	140 (20 tons per delivery)	REVERSE AUCTION	REVERSE AUCTION		
C	Powdered Activated Carbon (packaged in 50 lb. bags) AWWA B600-16	Pound	90,000	REVERSE AUCTION	REVERSE AUCTION		

Company Name: _____

<i>D</i>	Sodium Hypochlorite AWWA B300-10	Pound (Wet Weight)	7,750,000 (45,000 lbs. per delivery)	REVERSE AUCTION	REVERSE AUCTION
<i>E</i>	Sodium Bisulfite AWWA B601-17	Pound (Wet Weight)	400,000 (45,000 lbs. per delivery)	REVERSE AUCTION	REVERSE AUCTION
<i>F</i>	Aqueous Ammonia AWWA B306-15	Ton	200 (22 tons per delivery)	REVERSE AUCTION	REVERSE AUCTION
<i>G</i>	Magnesium Hydroxide (liquid by tanker)	Gallon (Wet Weight)	185,000 (3,800 gallons per delivery)	REVERSE AUCTION	REVERSE AUCTION
<i>H</i>	Hydrated Lime AWWA B202-13	Ton	300	REVERSE AUCTION	REVERSE AUCTION
<i>I</i>	Ferric Sulfate Liquid AWWA B406-14	Pound (Wet Weight)	6,000	REVERSE AUCTION	REVERSE AUCTION
<i>J</i>	Zinc Orthophosphate	Pound	550,000 (45,000 LBS per shipment)	REVERSE AUCTION	REVERSE AUCTION

Notes: In addition to the detailed specifications, the following requirements pertain:

1. A certified copy of the chemical analysis shall accompany bid.
2. Delivery shall be made F.O.B. Public Works Commission plants as directed at time order is placed.
3. Prices shall include loading, unloading, pumping, pallet and all charges related to delivery.
4. Delivery shall be made within 48 hours of request between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday.
5. Bids will not be considered if not accompanied by MSDS.
6. Unit prices calculated other than as requested on the bid proposal sheet will not be considered.
7. By signing this proposal Bidder confirms that he is submitting this bid in compliance with the Instructions to Bidders, Detailed Specifications, Delivery Protocol and Proposal Form contained in this Invitation to Bid.

ATTACHMENT E: CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Primary Participant, _____ (major third party contractor), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature

Title

Printed Name

Date

PWC At a Glance



Customers



- In operation since 1905 (116 years)
- Provide Electric, Water and Wastewater Services
- Total Customers: 119,380
- Number of Services: 273,794
 - Electric: 82,304
 - Water: 90,430
 - Wastewater: 89,913
- Customers with 2+ services: 75%
- Annual Customer Turnover: 20-25%

Customer Service



- Annual Customer Contacts: 433,794
- Average Monthly Calls: 31,452
- Annual Bills Generated: 1.4 Million
- Customer Incentive Programs: 13
- Annual Water Leak Notifications: 21,850

Employees



- Number of Employees: 651
- Average Tenure of Employees: 10.37 years
- Average Age: 44.59
- Annual Turnover: 6.0%*
- Annual Hours Worked: 1.2 Million

*non retirement

Facilities



- Butler-Warner Generation Plant (268 MW)
- PO Hoffer Water Treatment Facility (39.5 MGD)
- Glenville Lake Water Treatment Facility (18.0 MGD)
- Cross Creek Water Reclamation Facility (25 MGD)
- Electric Service Area: 147 Sq. Miles
- Water Service Area: 163 Sq. Miles
- Wastewater Service Area: 142 Sq. Miles

Electric Operations



- Purchase Wholesale Power from Duke Energy
- Only NC municipal system to own/operate a generation plant (Dispatched for use by Duke Energy)
- Generation Capacity: 268 MW
- Annual MWH Sold: 1.9 Million
- System Peak: 499 MW (Feb. 9, 2015)
- Reliability Rate: 99.9906%
- Electric Distribution Substations: 32
- Distribution Lines: 1,351 miles
- Transmission Lines: 142 miles
- Streetlights/Area Lights: 37,441

Water/Wastewater Operations



- Population Served: 225,000
- Drinking Water Treated: 11.2 Billion Gallons/Year
- 100% Complaint for all EPA Drinking Water Standards
- Daily Water Treatment Capacity: 57.5 Million Gallons
- Daily Wastewater Treatment Capacity: 46 Million Gallons
- Water/Wastewater Infrastructure: 2,700 miles
- Hydrants: 8,300
- Sanitary Sewer Lift Stations: 82

Financial



- Annual Operating Budget: \$405.2 Million
- Total Assets: \$1.44 Billion
- Bond Rating: Aa2 (Moody's), AA (Standard and Poor), AA (Fitch)
- Annual Local Purchases: \$25 Million
- Operations & Maintenance Expenses per Customer: \$432 (\$556 National Median)
- Annual Contributions to City of Fayetteville in Lieu of Taxes: \$11.4 Million
- Annual Streetlight Services: \$3.9 Million
- Annual Economic Development: \$1.2 Million (thru 2021)

SALE OF GOODS AGREEMENT

This Sale of Goods Agreement (“Agreement”) is made by and between the City of Fayetteville (the “City”), by and through the Fayetteville Public Works Commission (“PWC”), a North Carolina public authority, and _____ [insert seller’s full legal name] (“Seller”), a _____ [identify the legal entity and State in which formation was accomplished] (each of PWC and Seller is a “Party” and both are collectively the “Parties”) as of the date of execution last written below (the “Effective Date”). In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Parties agree as follows:

1. Sale of Goods. Seller shall sell to PWC and PWC shall purchase from Seller the following [Identify the goods specifically] (the “Goods”). PWC may issue a purchase order for the Goods that specifies any additional applicable terms and conditions set forth for the purchase (a “Purchase Order”), but such Purchase Order is subject to the terms of this Agreement. In the event of a conflict between the provisions of this Agreement and the provisions of any Contract Documents, attachment, exhibit or Purchase Order made pursuant to this Agreement, the terms of this Agreement shall govern.

2. Contract Documents. “Contract Documents” means, collectively, the following documents that were either made available to Seller by PWC during the bid solicitation process (including Drawings) or executed by the Parties, or both, which are all incorporated by reference herein:

- a. This Agreement
- b. Notice to Prospective Bidders
- c. Definitions
- d. Instructions to Bidders
- e. General Conditions
- f. Materialman’s Proposal
- g. Bid Bond
- h. Technical Specifications
- i. Purchase Order(s)
- j. Addenda

3. Delivery of Goods. Seller shall deliver the Goods [EITHER: “on or before _____” OR “as specified in the Contract Documents or an applicable Purchase Order issued by PWC” OR “as otherwise agreed in writing by the Parties”] (the “Delivery Date”). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods on or before the Delivery Date, PWC may, without any liability to Seller, terminate this Agreement immediately by providing written notice to Seller. Unless otherwise specified in an applicable Purchase Order or the Contract Documents, excluding this Agreement, all Goods shall be delivered to PWC’s Warehouse at 955 Old Wilmington Road, Fayetteville, North Carolina 28301 (the “Delivery Point”) during PWC’s normal business hours. Delivery shall be made FOB Delivery Point.

4. Title and Risk of Loss. Title of the Goods passes to PWC upon delivery of the Goods to the Delivery Point. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Point.

5. Packaging. Seller shall properly pack, mark, and ship the Goods as instructed by PWC and otherwise in accordance with applicable law and industry standards and shall provide PWC with all shipment documentation showing the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the airway bill or bill of lading number, and the state of origin.

6. Inspection and Rejection of Nonconforming Goods. PWC has the right to inspect the Goods on or after the Delivery Date. PWC, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If PWC rejects any portion of the Goods, PWC has the right, effective upon written notice to Seller, to: (a) terminate this Agreement in its entirety and require Seller to remove the Goods in a commercially reasonable time period or pay the full cost and expense to have the rejected Goods returned to Seller; or (b) reject the Goods and require replacement of the rejected Goods at Seller's sole expense. If PWC requires replacement of the Goods, Seller shall, at its sole expense and in the lesser of ninety (90) days or the number of days between any applicable Purchase Order of PWC and the Delivery Date, replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by PWC under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, including Seller's warranties, and PWC shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price. PWC shall purchase the Goods from Seller in the total amount of \$_____ ("Price"). The Price includes all packaging, transportation costs to the Delivery Location, insurance, fees, and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, transportation costs or otherwise, without the prior written consent of PWC.

8. Billing and Payment. Seller shall invoice PWC within thirty (30) days after the completion of the delivery of the Goods. PWC shall pay the undisputed portion of the invoice within forty-five (45) calendar days after PWC's receipt of the invoice. All payments from PWC to Seller shall be transferred electronically to Seller's designated financial institution, and Seller shall, prior to delivery of its invoice to PWC, supply the name of Seller's financial institution, routing number, and account number on the form available from PWC and provide to PWC a completed and signed IRS Form W-9. Seller has the right to impose a late payment charge of one percent (1%) per month for amounts unpaid by PWC by the date due.

Provider shall comply with all of the following requirements so that PWC may recover the full amount of sales and use tax under North Carolina law permitted under the law:

- a. Furnish PWC documentary evidence showing the material used, sales tax paid, and County paid (County of sale). The documentary evidence shall include Provider's certified statement showing total purchases of materials from each separate vendor and total sales taxes charged to PWC and paid by Provider. The documentary evidence shall also include Provider's certified statement as to the amount paid by PWC for sales tax on the Goods. A certified form is required even if no sales tax was paid for the pay request period. Materials used from Provider's warehouse stock shall be shown in a

- certified statement at warehouse stock prices and amount of County of Use Tax charged to PWC and paid by Provider;
- b. Provider shall furnish to PWC invoices or copies of invoices for all materials purchased for said work within pay request period, and such invoices shall state the amount of North Carolina Sales Tax, if any, paid for the Goods. Provider shall also furnish to PWC invoices identifying the amount paid for the sales and use tax on Services that are subject to such taxation under North Carolina law; and
 - c. Provider shall not include any tax paid on supplies, tools, and equipment that Provider uses to perform its obligations under this Agreement.

9. Warranties. Seller warrants to PWC that for a period of twenty-four (24) months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements set forth in the Contract Documents or as specified by PWC and agreed to by Seller; (c) be fit for their intended purpose and operate as intended; (d) be free and clear of all liens, security interests, or other encumbrances; and (e) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by PWC. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of PWC's discovery of the noncompliance of the Goods with the foregoing warranties. If PWC gives Seller notice of noncompliance with this Section 9, Seller shall, at its own cost and expense, within thirty (30) days replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to PWC.

10. Termination. Notwithstanding any other or additional remedies that may be provided under this Agreement, PWC may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if: (a) Seller repudiates, or threatens to repudiate, any of its obligations under this Agreement; (b) Seller is in breach of, or threatens to breach, any representation, warranty, or covenant of Seller under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Seller within a commercially reasonable period of time under the circumstances, in no case exceeding seven (7) days following Seller's receipt of Notice of such breach; (c) Seller fails to, or threatens to fail to, timely deliver Goods conforming to the requirements of, and otherwise in accordance with, the terms and conditions of this Agreement; or (d) Seller becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. PWC shall be obligated to pay Seller only for work performed and reasonable expenses incurred until delivery of the notice of termination.

11. Insurance. During the term of this Agreement and for a period of three (3) years after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate and umbrella liability in a sum no less than \$5,000,000, 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. Prior to delivering any Goods, Seller shall deliver to PWC

certificates of insurance confirming each such coverage, and Seller shall direct its insurers to provide annually to PWC certificates confirming each such coverage during the coverage period. PWC shall be named as an additional insured in the insurance policy. Seller 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 that policy or material reduction in coverage. Should a notice of cancellation be issued for non-payment of premiums or any part thereof, or should Seller fail to provide and maintain certificates as set forth herein, PWC shall have the right, but not the obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or become due to Seller, or to seek reimbursement for said payments from Seller. Any such sums paid by PWC shall be due and payable immediately by Seller upon notice from PWC. The insurance provisions of this Agreement shall not be construed as a limitation on Seller's responsibilities and liabilities pursuant to the terms and conditions of this Agreement.

12. Indemnification. Seller 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 this Agreement by Seller or any of its employees, agents, representatives, and subcontractors. Seller's obligation to indemnify, defend, and hold harmless the Indemnitees shall survive the termination of this 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.

13. Notices. Any notice which either Party is required or desires to give the other shall be deemed sufficiently given if, in writing, it is delivered personally, or sent by certified U.S. mail, return-receipt requested, postage prepaid, to the addresses listed hereinbelow, or such other address as either Party shall give to the other Party by written notice in accordance herewith. Any notice given herein by personal delivery shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered on the third Business Day after the same is deposited in an official United States Post Office, postage prepaid, or if sooner upon the date when the return receipt therefor is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities.

To PWC:
Fayetteville Public Works Commission
Attn: Timothy Bryant, CEO/General Manager
PO Box 1089
Fayetteville, NC 28302

To Seller:
[INSERT MAILING ADDRESS]

14. Compliance. Seller 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. Seller 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). Seller hereby pledges, attests, and warrants through execution of this Agreement that Seller 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 Seller to provide services for PWC shall comply with all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement. Seller hereby further acknowledges that the execution and delivery of this Agreement constitutes Seller's certification to PWC and to the North Carolina State Treasurer that, as of the Effective Date, Seller 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. Seller represents and warrants to Commission that Seller, 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. Seller 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. Seller 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 contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

15. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law or in equity.

16. Miscellaneous Provisions. Seller is and shall remain an independent contractor. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties. No breach or non-performance of any term of this Agreement shall be deemed to be waived by either Party unless said breach or non-performance is waived in writing and signed by the Parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance, and for any such breach or non-performance each Party shall be entitled to such remedies as provided by law. No consent or waiver by a Party shall be effective unless it is in writing and then only to the extent specifically stated. The invalidity, illegality, or un-enforceability of any portion or provision of this Agreement shall in no way affect the validity, legality, and/or enforceability of

any other portion or provision of this Agreement. Any invalid, illegal, or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal, or unenforceable; provided, however, severability shall not prevent this entire Agreement from being void in the event any portion or provision of this Agreement that is of the essence of this Agreement shall be void. This is the entire agreement of the Parties on the subject matter hereof, and all prior negotiations, representations, proposals, letters, agreements, understandings, or other communications between the Parties, whether written or oral, are hereby merged into the Agreement and superseded by this Agreement. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both Parties. Nothing herein shall be construed to give any right or benefits hereunder to anyone other than the Parties. 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 this Agreement shall be the State and Federal Courts serving Cumberland County, North Carolina, and Seller consents to personal jurisdiction in such courts. Seller 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. This Agreement may be executed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy or scanned copy or photocopy of a party's signature shall be sufficient to bind such party. This Agreement shall be subject to execution by electronic means in accordance with Article 40 of Chapter 66 of the North Carolina General Statutes. The titles of the paragraphs throughout this Agreement are for convenience only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this instrument.

17. Conflicts. Except with PWC's knowledge and prior written consent, the Seller shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise the Seller's professional judgment with respect to the Goods. The Seller shall disclose to PWC any business or personal relationship with any Commissioner, officer, director, manager, or supervisor of PWC.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Fayetteville Public Works Commission

[INSERT SELLER'S FULL LEGAL NAME]

By: _____
Timothy Bryant, CEO/General Manager

By: _____
_____, _____
(Printed Name) (Title)

Date: _____

Date: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-1 et seq.).

By: _____
Rhonda Haskins, Chief Financial Officer

Approved as to form:

Legal Dept.

SAMPLE

**FAYETTEVILLE PUBLIC WORKS COMMISSION'S
MWDBE COMPLIANCE PROVISIONS**

APPLICATION:

The requirements of Fayetteville Public Works Commission (PWC) Minority, Women, and Disadvantaged Business Enterprise (MWDBE) Program for participation specific contracts are hereby made part of the Contract Documents. Copies of the Program may be obtained from:

Fayetteville Public Works Commission
Economic Inclusion Programs
P.O. Box 1089
Fayetteville, North Carolina 28302
Phone (910) 223-4016 Fax (910) 483-1429
E-mail: EIProgram@faypwc.com

NCDOT DBE Directory: www.ebs.nc.gov/VendorDirectory

HUB Directory: <https://ncadmin.nc.gov/businesses/hub>

MWDBE Compliance Requirements:

1. The Bidder shall provide, with their Bid Form, at the time bids are due, the documents set forth below, properly executed. Returning executed copies indicates and establishes that the Bidder understands and agrees to any incorporated MWDBE contract provisions.
2. All Bidders must provide with their Bid Form, at the time bids are due, a properly completed and executed copy of **either:**
 - Affidavit A – Listing of Good-Faith Efforts **OR**
 - *Affidavit B – Intent to Self-Perform with Own Workforce.

*Affidavit B should **only** be used if the Contractor will perform **ALL Elements** of the Work on this project with their own forces **AND** will complete **ALL Elements** of this project **WITHOUT** the use of subcontractors, material suppliers, or providers of professional services.
3. Upon being identified as the apparent lowest responsive, responsible Bidder, a Bidder shall, within twenty-four (24) hours of PWC's notification provide a properly completed and executed copy of **either:**
 - Affidavit C – Percentage of MWDBE Participation **OR**
 - Affidavit D – Good-Faith Efforts.
4. All Bidders must provide with their Bid Form, at the time bids are due, a properly completed and executed copy of Affidavit E- Identification of MWDBE/Local Participation Form

All written statements, certifications, or intentions made by the Bidder shall become a part of the agreement between the Contractor and Fayetteville Public Works Commission for performance of this contract.

SUBCONTRACTOR PAYMENT REQUIREMENTS:

North Carolina General Statutes 143-134.1 (N.C.G.S.) states that the percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the Fayetteville Public Works Commission to the prime contractor. Failure to comply with this provision shall be considered a breach of the contract, and the contract may be terminated in accordance with the termination provisions of the contract.

The Contractor shall provide an itemized statement of payments to each MWDBE subcontractor before final payment is processed.

The Contractor shall provide an itemized statement of payments to each NON-MWDBE subcontractor before final payment is processed.

Contractor

Signature

Printed Name

Title

Date

Affidavit A: Listing of the Good Faith Efforts

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

<i>Total Available GFE Points: 155</i>		<i>Minimum Number GFE Points Required: 50</i>
Points		
10	Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government-maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.	
10	Making the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due.	
15	Breaking down or combining elements of work into economically feasible units to facilitate minority participation.	
10	Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.	
10	Attending any pre-bid meetings scheduled by the public owner.	
20	Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.	
15	Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.	
25	Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.	
20	Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.	
20	Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.	
Total GFE Points (Claimed by Bidder):		Total GFE Points (Assessed by PWC):

In accordance with NCGS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by any applicable statutory provision may constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the MWDBE business commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of
_____ 20____ Notary Public

My commission expires _____

Affidavit B: Intent to Perform Contract with Own Workforce

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for contract:

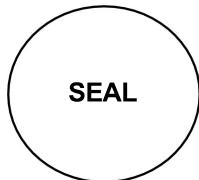
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements of the work** on this project with his/her own current workforces; and will complete all elements of this project **without** the use of subcontractors, material suppliers, or providers of professional services.

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of 20__

Notary Public _____

My commission expires _____

Affidavit C: Percentage of MWDBE Participation

Affidavit of _____
(Name of Bidder)

I hereby certify that on contract: _____
(Name of Project)

\$ _____
(Dollar Amount of Total Bid)

I will expend a minimum of _____% of the total dollar amount of the contract with Minority, Women, and Disadvantaged Business Enterprises (MWDBE). MWDBEs will be employed as subcontractors, vendors, or providers of professional services. Such work will be subcontracted to the following firms listed below.

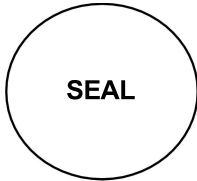
<u>Name, Address, & Phone No.</u>	<u>*MWDBE Category</u>	<u>NAICS</u>	<u>Dollar Value</u>	<u>% of Contract</u>

*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

Pursuant to NCGS 143-128.2(d), the undersigned will enter into a formal agreement with MWDBEs for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day _____ 20____

Notary Public _____

My commission expires _____

Affidavit D: Good Faith Efforts

If Owner determines using reasonable discretion that Affidavit C is insufficient, Bidder agrees to provide the following information regarding any good-faith efforts.

<u>Name, Address, & Phone No.</u>	<u>*MWDBE Category</u>	<u>NAICS</u>	<u>Dollar Value</u>

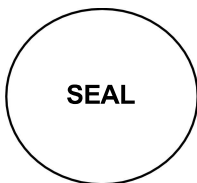
*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

Bidder may be requested to provide documentation of the Bidder’s good-faith efforts. Examples of documentation may include the following:

- a. Copies of solicitations for quotes to MWDBEs. Each solicitation may include a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- b. Copies of quotes or responses received from each firm responding to the solicitation.
- c. A telephone log of follow-up calls to each firm sent a solicitation.
- d. For subcontracts where a MWDBE is not considered the lowest responsible sub- bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- e. Documentation of any contacts or correspondence to MWDBE, community or contractor organizations in an attempt to meet the goal.
- f. Copy of pre-bid roster.
- g. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for MWDBEs.
- h. Letter detailing reasons for rejection of a MWDBE due to lack of qualification.
- i. Letter documenting proposed assistance offered to MWDBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive Bidder.

Date: _____ Name of Authorized Officer: _____



State of North Carolina, County of _____
 Subscribed and sworn to before me this _____ day _____ 20____
 Notary Public _____
 My commission expires _____

Affidavit E: Identification of MWDBE/Local Participation

(Name of Bidder)

I hereby certify that on contract: _____

(Name of Project)

We will use the following Minority, Women, and Disadvantaged Business Enterprises (MWDBE), and Local (Cumberland, Hoke, Harnett County) as construction subcontractors, vendors, suppliers, or providers of professional services.

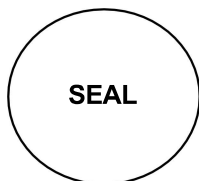
<u>Name, Address, & Phone No.</u>	<u>*MWDBE Category / **Local</u>	<u>NAICS</u>	<u>Dollar Value</u>

*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

**Local: Fayetteville Metropolitan Statistical Area (MSA) comprising of Cumberland County, Hoke County, and Harnett County. PWC is requesting this information for reporting purposes only, and use of local entities will not be considered for compliance with the requirements of the MWDBE Program.

The total value of MWDBE/local business contracting will be \$ _____

Date: _____ Name of Authorized Officer: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day _____ 20____

Notary Public _____

My commission expires _____

**FAYETTEVILLE PUBLIC WORKS COMMISSION
MWDBE ADD / CHANGE FORM**

If a MWDBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the good faith efforts set forth in the MWDBE Program if soliciting a replacement or additional subcontractor.

For MWDBE Change Request, please provide all information below:

Prime Contractor: _____

Subcontracted Work: _____

Previous Subcontractor: _____

Reason this for change request:

New Subcontractor: _____ MWDBE Category: _____

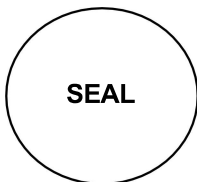
To Add MWDBE Subcontractor/Subcontracted work:

If this is a new trade being subcontracted or a subcontractor that was not documented in the original Project Bid Information submittal, then good faith efforts to solicit a MWDBE must be documented, as the original MWDBE instructions indicate. Please provide all good faith efforts below showing all the MWDBE firms contacted to perform this work along with any additional good faith efforts or evidence that there are not reasonably available firms in the work area. PWC's MWDBE Program requires that good faith efforts are to be carried out to the fullest extent practicable. If solicitations were not carried out due to being impracticable, please attach this explanation to this form.

Name, Address, & Contact Information	MBE or WBE and Certifying agency	How was this firm contacted (email, letter, or Phone) and what was the result of the solicitation? *

*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls

Date: _____ Name of Authorized Officer: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day _____ 20__

Notary Public _____

My commission expires _____

SMALL LOCAL SUPPLIER / MWD BE SUBCONTRACTOR DISCLOSURE FORM

Contractor: _____
Address & Phone: _____
Project: _____
Name: _____
Pay Application # _____

Please complete the below form by providing the necessary information for the payments made to each subcontractor, vendor, or supplier for the work associated with the identified pay application. This form must be fully completed and attached to each pay application.

Firm Name, Address, and Contact Information	Payment Amount	Type of Work/Commodity (Include NAICS Code)

Signature

Printed Name

Title

Date



Friday, March, 22, 2024

Fayetteville Public Works Commission will be conducting an Electronic Sealed Bidding Event for Water Treatment and Water Reclamation Chemicals. Fayetteville Public Works Commission has partnered with eBridge to host this bidding event on its Online Bidding Platform.

We request that you review the accompanying documentation for information pertaining to the specifications, the response requirements, milestones and deadlines, as well as, information on eBridge and the Electronic Bidding Process.

We thank you for your participation.

Sincerely,

JoAnn Bowman
Procurement Advisor

CONTACT INFORMATION

If you have any questions **regarding the specifications** or the Buyer's requirements for returning your response, please contact:

JoAnn Bowman
Procurement Advisor
Fayetteville Public Works Commission
955 Old Wilmington Road
Fayetteville, NC 28301
procurement@faypwc.com

If you have any questions **regarding the electronic bid process**, please contact:

eBridge Business Solutions, LLC
Tara O'Bannon Redmon
10200 Forest Green Blvd., Suite LL1
Louisville, KY 40223
(877) 245-8880
tara.obannon@ebridgeprocurement.com



ELECTRONIC BID EVENT FORM

Must be completed via DocuSign or emailed to tara.obannon@ebridgeprocurement.com.

Suppliers approved to participate in the Online Event will be provided with a DocuSign version of this form.

Fayetteville Public Works Commission will accept bids for Water Treatment and Water Reclamation Chemicals PWC2324068 using an Electronic Sealed Bidding Process on Thursday, April 25, 2024 at 11:00AM ET in accordance with the specifications and procedures available either with eBridge or Fayetteville Public Works Commission. This Electronic Sealed Bidding Event has a preliminary end date and time of Thursday, April 25, 2024 at 11:15AM ET plus any possible extensions.

The awarded supplier is obligated to pay a transaction fee to eBridge pursuant to the Terms & Conditions accepted upon placement of initial bid. The fee will be based on the final total purchase price assessed as one point five percent (1.5%) of the awarded price. The transaction fee is assessed on the final selling price.

AWARD OF CONTRACT: REJECTION OF BIDS – The Buyer reserves the right to (i) reject any, any part of, or all bids or proposals to fulfill The Buyer’s requirements, (ii) waive informalities and technicalities, (iii) negotiate directly with any party submitting a bid or proposal, or (iv) accept that bid or proposal which The Buyer deems to be in its best interest, whether or not it is the lowest dollar proposal. The Supplier to whom the award is made will be notified at the earliest possible date.

ACCEPTED BY:

COMPANY NAME DATE

CONTACT PERSON TITLE

PHONE NUMBER FAX

BILLING ADDRESS CITY ST ZIP

EMAIL ADDRESS AUTHORIZED REPRESENTATIVE SIGNATURE



IMPORTANT

The following document is included for your review and examination.

Electronic acceptance prior to placing your bid will be required.

EBRIDGE BUSINESS SOLUTIONS, LLC SUPPLIER TERMS AND CONDITIONS

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT" OR "DECLINE" BELOW. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. BY SELECTING THE "DECLINE" BUTTON BELOW, YOU WILL BE DENIED ACCESS TO THE SOLUTION.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge.

You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore:

1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

1. Utilization. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.



2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:

- Accepting the terms of use contained in the bid documents in advance
- Preparing and assuring the completeness of any bids, quotes, or proposals
- Submitting any bids, quotes or proposals electronically within established deadlines
- Maintaining with the buyer, the security and integrity of the sealed or open bid procurement process
- Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants

3. Conduit Services Only. The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. eBridge does not verify or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.

5. Coded Access. The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES. Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.

6. Availability and Operation of the Solution. While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the



Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.

7. **Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION. Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorney fees incurred in defending against it.
10. **Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Event Form. All fees are to be paid to eBridge by the awarded supplier in the following manner:
 - **Definitive Bids:** Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer
 - **Construction and Public Works Bids:** Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment
 - **IDIQ (indefinite dates, indefinite quantity) Bids:** Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures

Suppliers will ensure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the transaction fee. Because these fees are expected to be INCLUDED in your pricing, they shall not be delineated in your invoicing to the buyer.

Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

12. **Disclosures.** You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) any agreement entered into by you with a participating buyer through any online bidding event conducted



through the Solution, (b) the final price agreed upon between you and the participating buyer with respect to any product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

- 13. Privacy Policy.** eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

- 14. Reselling or Transfer.** You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.
- 15. Access to Internet.** You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
- 16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
- 17. Links to Other Websites.** The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
- 18. Copyright - How You May Use the Content of the Solution.** The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such



rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.

- 19. Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
- 20. Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
- 21. Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.
- 22. Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
- 23. Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
- 24. Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
- 25. No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
- 26. Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.