



INVITATION FOR BID

PWC2425032

Video Wall Upgrade and Operator Console Replacement

Date of Issue: October 10, 2024

**Date of Opening: October 22, 2024
3:00 P.M.**

Direct all inquiries concerning this IFB to:

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

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**ADVERTISEMENT FOR BID
FAYETTEVILLE PUBLIC WORKS COMMISSION
VIDEO WALL UPGRADE AND OPERATOR CONSOLE REPLACEMENT**

**Cumberland County
North Carolina**

Bids are solicited and will be received at Fayetteville Public Works Commission, Administration Building, Procurement Department/Conference Room 107, 955 Old Wilmington Road, Fayetteville, NC 28301, until **3:00 p.m., EST Tuesday, October 22, 2024**, for the **VIDEO WALL UPGRADE AND OPERATOR CONSOLE REPLACEMENT**.

This project aims to enhance operational efficiency, provide high-resolution video display capabilities, and modernize workstations with ergonomic and durable consoles designed for continuous 24/7 use. The new system will support improved visualization, communication, and management of real-time data crucial for operations, ensuring that the Control Room remains a highly functional and responsive environment. The scope includes equipment procurement, installation, integration, and maintenance services, along with specified warranties to ensure long-term performance and reliability.

Enclosed are the Instructions to Bidders, Detailed Specifications, and Bid Pricing Form. Bidders must submit the completed Bid Pricing Form, References, Attachment B, Attachment C, MWDBE Affidavit A or B, MWDBE Affidavit E, and any required addendum acknowledgments. Submissions must be made using the provided forms or exact copies thereof, as 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., EST Tuesday, October 15, 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 **IFB: PWC2425032 VIDEO WALL UPGRADE AND OPERATOR CONSOLE REPLACEMENT** 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
Candice S. Kirtz
Director of Supply Chain

INSTRUCTIONS TO BIDDERS
FAYETTEVILLE PUBLIC WORKS COMMISSION
VIDEO WALL UPGRADE AND OPERATOR CONSOLE REPLACEMENT

PURPOSE

This project aims to enhance operational efficiency, provide high-resolution video display capabilities, and modernize workstations with ergonomic and durable consoles designed for continuous 24/7 use. The new system will support improved visualization, communication, and management of real-time data crucial for operations, ensuring that the Control Room remains a highly functional and responsive environment. The scope includes equipment procurement, installation, integration, and maintenance services, along with specified warranties to ensure long-term performance and reliability.

OBJECTIVE OF THE REQUEST

It is the intent of this bid invitation to obtain pricing for **VIDEO WALL UPGRADE AND OPERATOR CONSOLE REPLACEMENT** within the detailed specifications section of this Invitation for Bid (IFB). You are requested to submit your bid on the enclosed Bid Pricing Form.

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	Tuesday, October 15, 2024, 5:00 PM
Provide Response to Questions	PWC	Wednesday, October 16, 2024, 5:00 PM
Submit IFB	Bidders	Tuesday, October 22, 2024, 3:00 PM
Target Commission Date	PWC	Wednesday, November 13, 2024
Target Council Date	PWC	Monday, December 9, 2024
Award /Sale of Goods Agreement	PWC	Monday, December 16, 2024
Preferred Delivery	Awarded Bidder	January 13, 2025

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 PWC2425032 – 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.

Bidders must report their efforts to engage MWDBEs, Historically Underutilized Businesses (HUBs), and Small Local Suppliers for each project, regardless of specific project requirements.

Bidders shall submit the MWDBE Affidavits A or B, & E provided within Attachment F with their bid submittal. The Affidavits shall be signed and notarized.

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.

Bidders are encouraged to document good faith efforts and subcontractor utilization in the **MWDBE Affidavits C or D** at the time of bid submission, though it is not mandatory. If these efforts are not included, PWC's Program staff will contact the lowest responsive bidder to request documentation, which must be provided within **24 hours** or by the next business day.

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			

VENDOR REGISTRATION VIA ISUPPLIER

- 1) All vendors interested in doing business with PWC must register as a vendor through the iSupplier Portal using the link below. The iSupplier self-service portal enables vendors to have real-time access to information regarding purchase orders, invoices, and payments through a secure environment. Attach a copy of your W9 to your online registration.

<https://www.faypwc.com/isupplier-doing-business-with-pwc/>

SUBMISSION INSTRUCTIONS

- 1) Bids should be complete and carefully worded and should convey all the information

requested in the IFB. Bids 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 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.

- 2) 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.
- 3) 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. Any withdrawal request made after the bid submittal deadline shall be allowed only if the price bid was based upon a mistake that constituted a substantial error, provided the bid was submitted in good faith, and then only pursuant to the terms of N.C.G.S. § 143-129.1.
- 4) Bids must be submitted in an envelope clearly marked with **"IFB: PWC2425032 VIDEO WALL UPGRADE AND OPERATOR CONSOLE REPLACEMENT"** along with the bidder's name and address. **Even if this envelope is placed inside a courier's envelope, the courier envelope itself must also be properly marked to ensure the bid can be identified without opening it.** This is critical for proper sorting and handling, as multiple bids are received daily for different Procurement Advisors. Any bid received without proper labeling on the courier envelope will be returned to the sender and will not be considered for award. All bids must be delivered to the Fayetteville Public Works Commission, Administration Building, Procurement Department, at 955 Old Wilmington Road, Fayetteville, NC 28301, by the specified deadline.
- 5) Bids will be examined promptly after the due date and an award will be made at the earliest possible date. Bids must be held firm for PWC for a period of sixty (60) days after the bid due date. A purchase order will be issued to the awarded bidder.
- 6) Bidders shall submit bids only on the Bid Pricing Forms provided herein, or exact copies thereof **(See Attachment B – Bid Pricing Form)**. Failure to provide full and complete Bid Pricing Forms using the form provided herein will result in a bid being deemed non-responsive.
- 7) 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.
- 8) Do not submit alternate bids unless specifically called for on the Bid Pricing Forms.

QUANTITIES AND PRICING

- 1) All bidders are advised to include all costs incurred by the bidder in delivering the **VIDEO WALL UPGRADE AND OPERATOR CONSOLE** to the PWC Administrative Building in their bid submittal. The invoice submitted for payment shall not reflect any other costs (fuel surcharge, toll, etc.). PWC is not tax-exempt.

EVALUATION AND AWARD

- 1) An award of a contract is subject to the approval by the Board of Commissioners of PWC and the Fayetteville, North Carolina City Council.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) The Sale of Goods Agreement will be awarded for a period of six (6) months to begin on or about December 16, 2024.
- 6) The successful bidder shall not assign, transfer, or convey any part of the agreement, including rights or obligations, to a third party without obtaining prior written approval from PWC. This includes the assignment of payments that may become due under the agreement. Any unauthorized assignment may result in disqualification or termination of the agreement. Approved assignments do not relieve the successful bidder of their responsibilities under the terms of the agreement unless explicitly stated in writing by PWC.
- 7) The successful bidder must promptly notify PWC in writing of any legal actions, investigations, or issues arising during the agreement period that may impact their ability to perform their obligations under the agreement. Failure to provide timely notification may result in termination of the agreement. As outlined in **Attachment C: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters**, the successful bidder must also certify that no such legal impediments exist at the time of bid submission. If circumstances change after submission or during the agreement period, the bidder is required to immediately inform PWC, providing full details of the situation.

DELIVERY AND PAYMENT

- 1) Delivery to be made F.O.B. Public Works Commission Administrative Building, 955 Old Wilmington Road, Fayetteville, NC 28301.
- 2) Deliveries shall be made between the hours of **9:00 a.m. and 3:00 p.m., Monday through Friday**, within the time frame specified on the Bid Pricing 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.

ATTACHMENT A: DETAILED SPECIFICATIONS

Section 1 – Audio/Video System

1.0 Video Display System Functional Requirements

- a) **Control Room – Video Wall.** One (1) Planar DirectLight Pro 0.9 video wall, consisting of 8 cabinets in width and 4 cabinets in height, or an approved equivalent. The system must include a video controller (model VC8-L-C5G or equivalent) that supports a total resolution of 5120x1440 and utilizes remote power supply electronics.
- b) **Control Room – Flanking Displays.** Facing operators are a total of two (2) wall-mounted Planar 55" diagonal LED-backlit LCD flat panel displays rated for 24x7 operation or approved equivalents. These two displays shall be wall-mounted using tilting wall mounts on the wall to the immediate sides of the main video wall. These displays are each connected to their own video wall controller.
- c) **Additional Displays.** One (1) additional display exists in the EOC. A PAK 40 device from the video control system will be installed on the display to drive the content. Additional display will have access to all the same sources as the other destinations
- d) **Video Display Wall System Cladding Requirements.**
 - a. The video display shall be mounted using a single, integrated mounting structure designed to support the display securely. The wall mounts must be low-profile, ensuring the display does not extend more than 5.6 inches into the control room.
 - b. Acoustical treatments, if used, are to have a premium fabric wrap over a fiberglass core with a density of 6-7 pounds per cubic foot. Panels to be a minimum of 1" thick and a noise reduction coefficient (NRC) of 0.85. Panels to meet a Class 1 fire rating or A per ASTM E84.

2.0 Video Display Wall Mounting

All mounting of video displays to meet the following requirements.

- a) Flat panel displays to be secured to a wall using a wall mount system designed to support the load of the display technology.
- b) Wall structure to be anchored according to local building codes to ensure safety and stability.
- c) **Display Mounting – DirectLight Pro Series.** The video display shall be mounted using a single, integrated mounting structure designed to support the display securely. The wall mounts must be low-profile, ensuring the display does not extend more than 5.6 inches into the control room. The wall mount must provide for alignment to achieve a 100% seamless image across the entire array.
- d) **Display Mounting – 55" Displays.** Each display shall be mounted to the wall using approved mounts. The mounts should be designed to be appropriate to the location

and viewing angles of the users. The displays shall not protrude more than the absolute necessary into the control room. The wall mount must provide positioning on six (6) axes to achieve the proper display angles.

3.0 Video Wall Processing Functional Requirements

In the control room facing operators is one (1) video wall, controlled by a multi-output display wall control system, three (2) large format flat panel displays, each controlled by a single output video from the video control system, and an audio system. There are two LCD small format displays with touch control capability. These video displays are intended to allow operators to move display applications from their local workstations and are in place to increase situational awareness for all operators and supervisors.

While the DVLED wall has the planar video controller, the processing system shall be a VuWall TRx Central Management Software and TRx Appliance Server with TRx Enterprise license for AV distribution and multiple Video walls, unlimited sources or encoders, up to 25x decoders or 3rd party decoders and one year SMC included. All VuStream encoders necessary to capture video and VuStream IP KVM encoders. There is a requirement for 40 VuWall Pack decoders for the video display wall, flanking displays, and operator consoles; and VuWall application server for web-based content. The centralized management system shall be used to configure, manage, and distribute any source to any destination with an easy drag-and-drop. Source arrangement shall be available from the user interface, touch panels Qty two (2), and keyboard shortcuts.

The use of a KVM system should offer remote viewing of all sources at the operator consoles. Users may be granted USB-HID control over the content in the source computers from the keyboard and mouse at the console. The system shall allow for a mixture of KVM-enabled and non-KVM content to be displayed in a multi-view layout across the displays. As well as preset layouts per user.

Should any one decoder or encoder lose power or experience a failure, the rest of the video ecosystem shall continue to operate; the failed node can be quickly replaced by a cold spare.

4.0 Video Wall Processing Technical Requirements

- a) **Video Distribution/Video Wall Processor Software.** Requirements of software to support the distribution of video to the video wall should include:
 1. Easy integration and layout of sources onto displays.
 2. Source must be able to be stretched/reduced to areas less than or greater than the size of 1920 x 1080 resolution.
 3. Layout tool/interface must be able to run multiple instances separately of the control tool.
 4. Different permissions levels to allow different levels of customization for end-user vs. developer/maintenance staff.

5. Be upgradable and expandable.
6. Create and Save Layouts.
7. Mimic operation of the video wall control software from a web-based client (may exclude system management functions).
8. Must have the ability to utilize a software-based application to capture, encode, and transmit to the video wall, full framerate video of individual applications from a host workstation while the source application is not topmost on the workstation display.

b) **Video Wall Processor Licenses – Video Wall, Flanking Displays, Audio System.**

The video wall controllers located in these rooms shall be of the following license specifications:

1. VuWall	Qty 1	TRx-ENT-D25-1SMC
2. VuWall	Qty 2	1SMC-TRx-ENT
3. VuWall	Qty 1	TRx-CS
4. VuWall	Qty 4	TRx-KVM

c) **Video Wall Processor Hardware.** There are encoders connected to the video wall processing system to facilitate the capture of cable/satellite STB video. Features of the hardware encoder should include:

1. Video Wall Processing System
2. One (1) VuWall Appliance Server (TRx)
3. One (1) VuStream video encoder
4. 10 VuStream IP KVM (Keyboard-Video-Mouse) encoders
5. 10 VuWall PAK 40 multi-node decoders
6. One (1) VuWall Application Server (source)
7. One (1) **existing** 38 RU EIA compliant 4-post A/V equipment rack

5.0 Audio System Functional Requirements

The existing DSP will be updated to accommodate the new system configuration. Along with the existing three (3) wall-mountable touchscreen controllers, two (2) input/output expanders, and eight (8) ceiling mounted speakers, the system will include two (2) desktop touch panels, two (2) desktop speaker solutions, one (1) IR interface for the source devices (e.g. cable box), and audio input/output peripherals

The audio system will be divided into five zones: SCADA office, OMS office, Control Room, Operator 1, and Operator 2. Each zone will be independently controlled via a local touchscreen interface. The two (2) new touch panels and the two (2) speaker solutions will be installed on the operator consoles. Operators will have control of the Control Room audio as well as their console's audio from their touch panels. Alarms from designated sources such as the SCADA PC will take priority to play over the speakers in the control room and operator consoles over any other audio source. There shall also be a visual indicator on the touch panel to accompany the alarms. The audio configuration in the EOC will not be modified.

6.0 Audio System Components

Audio and Control System.

- Three (3) **existing** wall-mounted touch panels
- Eight (8) **existing** ceiling-mounted speakers
- One (1) **existing** rack-mountable digital signal processor (DSP)
- Two (2) **existing** 8-channel audio network I/O expanders
- One (1) network switch approved to work with the DSP
- Two (2) 10" desktop touch panels
- One (1) IR interface for source device control
- Audio input/output peripheral devices
- Two (2) speaker solutions at the consoles

7.0 Interconnections Technical Requirements

- a) The successful bidder is responsible for supplying all necessary video and data cabling for the Audio System (AS) and Video Display System (VDS). All cabling must adhere to the following specifications:
1. High-performance digital cabling will be used where possible. The successful bidder's documentation shall identify specific precautions to be followed when installing and connecting these cables and connectors so that the full performance capabilities of this equipment can be used.
 2. Identification of wires shall be in accordance with PWC signals standards, where each end of a wire shall include a tag displaying the following information:
 - a. Wire number
 - b. Source/Destination connections
 3. Cable to be labeled the same at each end corresponding to an approved signal diagram. The labels shall be self-laminating, pre-printed label in Arial font. No hand-written labels will be accepted.
 4. No plenum cable is required for this control room build.
 5. Plug-type connectors with captive fasteners shall be used for all interconnections where allowed. The connectors shall be polarized to prevent improper assembly. Each end of each interconnection cable shall be marked with the cable number and the identifying number and location of each of the cable's terminations; this information shall agree with the drawings. Each cable shall be continuous between components; no intermediate splices or connectors shall be used. Terminations shall be entirely within the enclosures.
 6. All data cabling shall use Cat6 or better-rated twisted pair wire. All data connectors shall be Cat6 or better and shall be wired to EIA/TIA 568-B standards.

7. All wiring between amplifiers and speakers shall be 14 AWG 2 conduct stranded speaker wire. No shielding is required.
 8. All USB cables shall be capable of USB 2.0 high speed or better.
 9. No digital video cables shall exceed 35' in length without the use of an approved extender or amplifier.
 10. No USB cables shall exceed 15' in length without the use of an approved extender or amplifier.
 11. IF APPLICABLE All fiber cables shall be multimode, with no splice points or patches.
 12. IF APPLICABLE All fiber cables shall be complete from point A to point B.
 13. IF APPLICABLE All fiber cables shall be terminated with appropriate locking connectors as per device specs.
 14. No zip ties or permanent wire management shall be used.
 15. If a cable becomes damaged, split, or torn during installation, it must be replaced.
 16. No field splices or repairs shall be done to any cables.
- a) If Network Patch Panels are used, these should be mounted inside the A/V rack. The patch panels located in the A/V rack shall be of the following specifications supplied by Cable Matters equivalent to model 180013 or approved equal.
1. 1RU
 2. Connector 1: RJ45 connectors (Cat6 Straight Through
 3. Connector 2: 110
 4. 24 ports
 5. Color: Black
 6. Connectors allow PoE+ applications
 7. Connectors labeled for T568B wiring
 8. Uses Cable Matters model 180005X25-BLK Cat6 keystones or approved equal

8.0 Recommended Spare Parts

Provide a separate line item detailing recommended spare parts for the Audio/Video System. Recommendations can be made on a line-item basis. These recommendations should include the successful bidder's justification for the purchase of said spares by PWC as part of the awarded purchase from this specification.

9.0 Warranty Service/Maintenance

The successful bidder shall support PWC VDS operation for one (1) year from PWC's Site Acceptance Test (SAT). The successful bidder is required in their proposal response to outline

their standard warranty coverage provided for PWC. However, at a minimum, the successful bidder will provide the following services:

- a) Telephone technical support with a return call within two (2) hours of initial trouble call placement by PWC during the bidder's normal business hours.
- b) On-site technical support within seventy-two (72) hours of determination of need resulting from telephone technical support calls.

The successful bidder shall provide optional pricing for extended services to include:

- a) Scheduled preventative maintenance for the entire system to be performed annually.
- b) Extension of the Manufacturers standard warranties for the duration of five (5) years from date of acceptance.

Section 2 – Operator Console System

1.0 Operator Console Systems Specification:

The successful bidder shall supply two (2) main operator console systems and one (1) smaller operator system that provides a robust, aesthetic, and ergonomic workstation system. All three (3) console systems shall be arranged in a manner that maximizes the room footprint, ensures proper view angles, and follows all applicable building codes. The entire operator console system shall accommodate the following functional requirements:

- a) Accommodations of a full range of 6 computers, three (3) 38" monitors, two (2) stacked 27" Monitors on top of the 38" monitors, power outlet for one (1) 120V and (1) USB-A and (1) USB-C charging connectors.
 - a. The small operator console must support up to four computers and two (2) 38" monitors, with the option to stack two (2) 27" monitors above the 38" monitors. The console must include one (1) 120V power outlet, one (1) USB-A port, and one (1) USB-C charging port.
- b) Height-adjustable worksurface from 29.5" seated position to 46" to the fully raised position. The electrical linear actuating lift system features a built-in anti-collision solution that limits material damage by detecting any tilting or deflection in the worksurface as well as both hard and soft obstacles.
- c) Shall be of modular design for ease of facilitating future equipment retrofits and reconfigurations without major modification to the base unit, interior components and exterior panels.
- d) Materials must be of industrial grade designed to withstand continuous 24 hours a day, 365 days a year of use.

2.0 Operator Console Systems Specification: Structural Requirements

The operator console frame system shall be constructed with the following components:

- a) A combination of formed & welded 14-gauge steel, with perforated horizontal channels to form a modular box structure, frame or bay.
- b) Bay frames to be powder coated texture black (matte or satin) to ensure no corrosion.
- c) The console base frame system to be open at the bottom of the structure to accept cabling from underneath.
- d) Manufacturing tolerances shall be: Linear +/- 1mm per weldment / part / assembly.
- e) Leveling foot pads having a minimum of 1.375" vertical height adjustment for leveling on existing floor.
- f) The operator consoles must use convection cooling to maintain a safe operating temperature for PCs and other peripherals housed within. External ventilation fans are not permitted, except where needed for specific components that require additional

cooling. However, ventilation fans may be necessary in targeted areas where racked components reside, and additional ventilation is required.

- g) Bolted together to create a uniform ground. 1 ground stud per operator console position shall be included in 1 bay to complete the ground circuit. PWC to connect to ground stud.
- h) Support the exterior panel elements, door hinges, and the various equipment mounting kits and accessories, such as slide out processor trays, storage shelving, rack rails, etc.
- i) Readily accept future reconfigurations and additions with no on site cutting, drilling or machining required. This is with the exception of the desktop surface.
- j) Adequate cable management raceways. Each unit to be constructed to provide a clear access way for wires and cables to be routed from one end of the fully assembled console to the other with minimal restriction. Cable raceways should allow for cable drops at any point in the horizontal run. Panduit style raceways are not acceptable.

3.0 Operator Console Systems Specification: Components Requirements

- a) **PC slide-out tray with 360° swivel** - Tray to be securely attached to the bay structure and allow access to the PC from both the front and the rear of the bay. PC storage must be a minimum of 20"H x 20"W x 12"D. PC tray to be powder coated texture black (matte or satin).
- b) **Industrial Power Strip** - Power strip to include over current protection via circuit breaker. Extension cords will not be accepted. Each power strip should have sufficient cord length to run from one side of the console to the other and reach the outlets near the ends of each operator location. All electrically operated hardware shall be plugged directly to the provided power strips located in each console. The power strips shall conform to the following requirements:
 - 1. All metal housing
 - 2. 6 outlets
 - 3. Heavy duty, 14/3 SJTW cord with integral molded plug NEMA 5-20P
 - 4. Integrated 20A, 120 VAC circuit breakers
 - 5. CSA Certified UL 1363 listed in the United States
- c) **Grommets** - 3.25" grommet hole with plastic grommet and press fit cover with a 3"nominal hole. Grommets to be matte black.
- d) **Slat wall system / monitor mounts** - Each console shall be equipped with a quantity of fixed-position tilt/swivel monitor mounts to achieve a clean monitor bank array. These mounts will attach to a multi-use slat wall system. The slat wall system rail elevation is to be installed so that top of monitors does not exceed 40" AFF at the seated position, this is to maintain proper sight lines throughout the room. The slat wall system rail height is not permitted to be taller than 4". Peripheral displays may require alternative mounting utilizing dynamically adjustable mounts. Other monitor

mounting types (such as full articulating) may be permitted but must be approved by the PWC.

- e) **Work surface lift feature** - Consoles shall have a sit/stand (height adjustable) capable work surface that will raise the entire operator position via a desktop mounted control with LED height indication with 3 user programmable presets. The operation of the sit/stand mechanism is to be a series of synchronized individual enclosed motorized linear actuators capable of lifting a distributed load of at least 70 pounds per linear foot at a speed of 1.5" per second. Each actuator to have a point load of 280 pounds per column. Console manufacture shall list the minimum and maximum height adjustment constraints within industry standard ergonomics. Where instances occur where work surfaces are right next to each other, a 2" minimum gap is required for safety to avoid any pinch points.
- f) **Power and Signal units** - Each console shall be equipped with auxiliary Power and Signal utilities across the console work surface. These utilities shall be configurable to be populated as required. These utilities should be conveniently located for easy connection by operator.
- g) **Desktop Task Light** - Each console shall be equipped with LED desktop lights to ensure adequate work surface illumination at each operator position. These task lights shall have an identical finish of the desk monitor articulation arms. The lights shall be at least 225 lumens, dimmable, 3000K or 3500K color temperature, and power consumption less than 7 watts. The task lights shall use an articulating arms style to reposition the light with a minimum reach of 25". The task lights shall have replaceable LED elements in the event of failure.
- h) **Rack Rail System** - System components, where applicable, shall be mounted within a console bay using rack rails to accept 19" rack able equipment. The rack system shall be mounted within the console as specified by PWC as needed.

4.0 Operator Console Systems Specification: Millwork Requirements

Vertical Panels, including doors - All exterior panels (vertical surfaces) for the operator console system shall be supported by and enclose the structural base, where applicable. The panels should be easily removed for convenient access to the equipment mounted in the console. The successful bidder must provide materials that meet the following minimum requirements.

- a) Cladding shall be attached to console frame with concealed fastening.
- b) Equipment facings are easily removed without the use of tools for quick access.
- c) Both front and rear doors to be hinged. All casework panel hingers to be 125° concealed, snap on mounting, with 3-point adjustment.
- d) Enclosure panels, access doors and panels shall be covered on all surfaces and manufactured with 11/16" industrial grade particle board core or MDF approved equivalent, with minimum density of 45 pounds and edge banded with a minimum of .5mm PVC edge banding. Interior surfaces are to be black laminate (HPL) while

exterior surfaces to be laminate color of customer's choice (HPL). Minimum requirements are a VPG Type 335, interior and exterior laminates to be the same thickness to insure a balanced panel.

- e) All panel equipment cutouts shall be custom-sized for each piece of equipment.
- f) No detail shall be permitted which causes eye distraction.

Drawers - All drawer units must be of box design and use dovetail construction at the joints. Drawer faces should be screwed to box construction. Drawer construction to be a minimum 1 2" thick solid wood or approved equivalent. All box drawers designated for file storage should include file folder hanging rack systems suitable for storing 8.5"x11" documents within hanging folders. Each drawer slide should be:

- a) Rated for a minimum of 100-pound load capacity for all utility drawers.
- b) Rated for a minimum of 150-pound load capacity for all file box drawers and map box drawers.
- c) All drawers rated for 100-pound load capacity or less (box drawers) must include a self-closing mechanism at the end of the slide travel.

Countertops - The horizontal work surface shall be constructed to meet the following:

- a) The successful bidder shall supply a solid-surface work surface or an approved equivalent. The work surface must be ergonomic and capable of withstanding 24/7 365 use.
- b) The successful bidder shall recommend a work surface edge trim at the operator interface or position that shall be constructed in a manner that conforms to sound ergonomic practices. This must be a robust solution that will hold up to the rigors of a 24/7 operation. Standard T-mold profiles will not be accepted. Rubberized or texture-coated profiles will not be accepted. Acceptable materials for this application are solid surfaces only.
- c) The work surface edge trim on 3 sides shall be milled in the same profile and use the same material.
- d) All work surface laminates will be determined by PWC during the submittal phase.
- e) The work surface edge trim on the rear of all consoles shall be flush edge t-molding.
- f) The work surface design sit down height shall be a minimum of 27" and a maximum of 30" above the finished floor.
- g) Options for horizontal and vertical laminated surfaces shall be presented to PWC as options after the contract has been awarded, premium selections must be made available.

5.0 Recommended Spare Parts

Provide a separate line item detailing recommended spare parts for the Operator Console System. Recommendations can be made on a line-item basis. These recommendations should include the successful bidder's justification for the purchase of said spares by PWC as part of the awarded purchase from this specification.

6.0 Warranty Service/Maintenance

The successful bidder must provide support for the PWC's VDS operation for one (1) year starting from the date of the Site Acceptance Test (SAT). In the proposal response, the successful bidder must outline their standard warranty coverage.

- a) One (1) year after delivery for all mechanical components, including but not limited to hinges, sliders, ventilation kits, power distribution kits, and grommets.
- b) Three (3) years after delivery for all electro-mechanical components including lifting system.
- c) Five (5) years after delivery for all millwork components, including but not limited to countertops, edge banding, bull nose corners, doors, side panels, toe kicks, and miscellaneous storage unit millwork.
- d) Lifetime after delivery for all structural components, including but not limited to frame members, support members, hardware, and brackets.

ATTACHMENT B: BID PRICING FORM

Bidder Information:

Name of Company

Address

Phone Number

Email Address

NAICS

**Is the company an N.C.
Certified HUB or DBE
Printed Name**

Title

Signature

Date

Bidders shall submit bids only on the provided Bid Pricing Form, or exact copies thereof. Each bidder must sign the Bid Pricing Form and provide the manufacturer's name and lead time for each major component. Failure to provide a complete Bid Pricing Form, including the required signature, manufacturer's name, and lead time for all relevant items, will result in the bid being deemed non-responsive, as PWC will not have the necessary information to properly evaluate the bids.

Furnish And Deliver:

<i>Item No.</i>	<i>Quantity</i>	<i>UOM</i>	<i>Description</i>	<i>Unit Price</i>	<i>Total Price</i>
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Company Name: _____

1	1	Each	Video Wall Display System (Includes all displays and mounts) Manufacturer: _____ Part Number: _____ Lead Time: _____	\$	\$
2	1	Each	Video Wall Processor System (Includes software, licenses, and decoders) Manufacturer: _____ Part Number: _____ Lead Time: _____	\$	\$
3	3	Each	Operator Consoles (Includes all main and small consoles) Manufacturer: _____ Part Number: _____ Lead Time: _____	\$	\$
4	1	Each	Audio System Components (Includes touch panels, speakers, and peripherals) Manufacturer: _____ Part Number: _____ Lead Time: _____	\$	\$
5	1	Lump Sum	Cabling & Installation (Includes all necessary video, audio, and data cabling, plus labor for installation)	\$	\$

Company Name: _____

6	1	Lump Sum	Warranty & Maintenance (Includes standard 1-year warranty and optional extended warranty/pricing for 5 years)	\$	\$
7	1	Lump Sum	Spare Parts (Optional)	\$	\$

TOTAL EXTENDED PRICE: \$ _____

**ATTACHMENT C: 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. Assignment. Seller shall not assign, transfer, or convey any part of the Agreement, including rights or obligations, to a third party without obtaining the prior written approval of PWC in its discretion. The prohibition on assignment includes an assignment of payments that may become due under the Agreement. Any unauthorized assignment shall be deemed to be a material breach of this Agreement. An approved assignment shall not relieve Seller of its responsibilities under the terms hereof unless explicitly stated in writing by PWC.

18. Conflicts. Except with PWC's knowledge and prior written consent, Seller shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise Seller's professional judgment with respect to the Goods. 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



**MINORITY, WOMEN, AND DISADVANTAGED
BUSINESS ENTERPRISE PROGRAM**

for

**Construction, A&E Services, Purchase Contracts,
Professional Services, and General Services**

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PURPOSE

The Fayetteville Public Works Commission (PWC) is committed to promoting the utilization of Minorities, Women, and Disadvantaged Businesses by providing equal opportunity for participating in all aspects of PWC's contracting and procurement programs, including but not limited to, construction projects, A&E services, purchase contracts, and professional and general (other) service contracts.

To achieve this purpose, PWC has established this Minority, Women, and Disadvantaged Business Enterprise Program (MWDBE) to support historically underutilized businesses, encourage capacity development, and offer procurement opportunities to certified business enterprises.

OVERVIEW

PWC's MWDBE Program is a voluntary goals program in construction, A&E services, purchase contracts, and professional and general (other) services based on "good-faith efforts." These goals are established for a five-year period and achievement will be evaluated annually.

The aspirational goals of PWC for the utilization of Minority, Women, and Disadvantaged Business Enterprises are:

Minority business participation in construction services	14%
Women business participation in construction services	11%
Minority business participation in A&E services	6%
Women business participation in A&E services	5%
Minority business participation in purchase contracts	4%
Women business participation in purchase contracts	4%
Minority business participation in professional services	19%
Women business participation in professional services	3%
Minority business participation in general (other) services	9%
Women business participation in general (other) services	4%

I. INTRODUCTION

In 2021, Fayetteville Public Works Commission (PWC) contracted with Griffin & Strong, P.C. (GSPC) to conduct a Disparity Study to determine the effectiveness of the current policies related to local, minority, and women owned businesses and to recommend modifications and adjustments, if necessary, to PWC's policies that comply with the law.

PWC continues to implement race and gender conscious and race and gender-neutral measures to try to increase utilization of Minority, Women, and Disadvantaged Business Enterprise (MWDBE) firms. PWC has a basis to continue race and gender conscious remedies or policies toward achieving annual aspirational goals.

The MWDBE aspirational goals and guidelines developed and recommended do not require nor provide for racially based set-asides; rather they require good-faith effort by both local government and contractors to recruit and select minorities and women businesses, consistent with North Carolina Statutes and the Constitution of the United States as interpreted by the Croson Decision.

II. ADMINISTRATION

PWC General Manager/CEO is authorized to take all usual and legal administrative actions necessary to implement this Program. The ultimate responsibility for the MWDBE Program administration is assigned to the PWC General Manager/CEO or its designee. PWC General Manager/CEO or its designee is either to be personally responsible or to designate a specific person to coordinate and manage this Program. PWC General Manager/CEO or its designee is responsible for determining whether a contractor has complied with this Program and shown good-faith efforts to do so. Except for those staff services specifically assigned by this Program to other departments, the heads of departments responsible for the construction, and procurement of services and goods shall be responsible to PWC General Manager/CEO or its designee and shall cooperate with PWC General Manager/CEO or its designee in implementing this Program.

The MWDBE Program shall apply to all construction contracts, A&E contracts, purchase contracts, and services as specified in Sections IV through VII. The provisions of this Program take precedence over any other department plans or procedures in conflict herewith, except specific requirements mandated by terms or conditions of agreements in force between PWC and the federal government or the State of North Carolina that require different procedures than those described in this Program. This Program will be evaluated at the end of five years to determine its effectiveness and what adjustments are required.

III. DEFINITIONS

Affirmative Action - Specific steps to eliminate discrimination and efforts to ensure nondiscriminatory results and practices in the future, and to fully involve Minority, Women, and Disadvantaged Business Enterprises in contracts and programs.

Aspirational Goal/Goal - A voluntary percentage or quantitative objective.

Bidder/Participant - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment or service, including construction and leases, and obligating the buyer to pay for them.

Contractor - Any person, firm, partnership, corporation, association, or joint venture that has been awarded a public contract or lease, including every subcontract on such a contract.

Day – A calendar day of 24 hours measured from midnight to the next midnight. Also referred to throughout the Program documents as “days or “calendar days.”

Discrimination - To distinguish, differentiate, separate and/or segregate on the basis of age, race, religion, color, sex, national origin, handicap and/or veteran status.

Equipment - Includes materials, supplies, commodities, and apparatus.

Joint Venture - An association of two or more businesses to carry out a single business enterprise for profit, for which purpose they combine their property, capital, efforts, skills, and knowledge.

Lessee - A business that leases, or is negotiating to lease, property from PWC or equipment or services to PWC, or to the public on PWC property.

Minority - A person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black American (a person having origins in any of the black racial groups of Africa);
- b. Hispanic American (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- c. Portuguese (a person of Portuguese, Brazilian, or other Portuguese culture origin, regardless of race);
- d. Asian American (a person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands); and
- e. Native American (a person having origins in any of the original people of North America).

MWDBE - Any certified minority, women, and disadvantaged business enterprise.

Minority, Women, Disadvantaged Business Enterprise (MWDBE) - A business that is at least fifty-one (51) percent owned and controlled by minority group members or women. An MWDBE is **bona fide** only if the minority group or female ownership interests are real and continuing and not created solely to meet the MWDBE requirement. In addition, the MWDBE must itself perform satisfactory work or services or provide supplies under the contract and not act as a mere conduit. In short, the contractual

relationship must also be **bona fide**.

IV. PROCEDURES FOR CONSTRUCTION CONTRACTS

A. Purpose and Application

1. The general purpose of this Program is to help develop and support Minority, Women, and Disadvantaged Business Enterprises (MBE, WBE, and DBE) by providing opportunities for participation in the performance of all construction contracts financed entirely with PWC funds.
2. This Program shall apply to construction contracts when the PWC's estimated contract cost is \$100,000 or more, except when a contract is exempt from competitive bidding under the General Statutes of North Carolina. Contracts between \$30,000 and \$99,999.99 will also be covered by the exemption.
3. Where contracts are financed in whole or in part with federal or state funds, including grants, loans, or other funding sources containing MBE, WBE, DBE Programs, PWC will follow the federal government or the State of North Carolina. PWC General Manager/CEO or its designee will be responsible for monitoring the Program to ensure the goals are met.
4. Since PWC construction contracts are prepared by the Engineering and Facilities Departments, each of these departments shall prepare such documents with Procurement pre-approved templates for the bidding process, which includes the Program goals as required to implement this Program.
 - a. Within sixty (60) days of the Commission's approval of this Program, the departmental procedures and contract provisions shall be in effect for all bid documents issued after the date of Commission approval.

B. MWDBE Aspirational Goals

1. To implement the purpose of this Program, the goal shall be to award at least fourteen (14) percent of the total of all construction contract award amounts in each fiscal year to MBE firms and at least eleven (11) percent to WBE firms.
2. PWC General Manager/CEO or its designee may determine that higher or lower goals are appropriate on a project-by-project basis, where it can be shown that the type, size, or location of the project will affect the availability of MBE, WBE, or DBE firms, so long as the aggregate of all contracts does not lower the annual goals.

C. Invitation for Bids

1. Bidders shall submit MWDBE information with their bids. Such information shall be subject to verification by MWDBE Program staff before awarding the contract. The information shall include the names of the MWDBEs to be used and the dollar value of each such MWDBE transaction.

2. Contractors, subcontractors, suppliers, or MWDBE members of a joint venture intended to satisfy the PWC's MBE/WBE/DBE goals shall be certified by the State Department of Transportation (DOT) or North Carolina Office of Historically Underutilized Business (HUB).

D. PWC Responsibilities

1. **MWDBE Directory** – The MWDBE Program staff will establish and maintain a directory of certified Minority, Women, and Disadvantaged Business Enterprises. The purpose of the directory is to provide a resource for prime bidders on PWC construction projects who intend to solicit bids from MBE and WBE subcontractors and suppliers to meet PWC's MBE and WBE goals. The directory will not constitute a recommendation or endorsement of any listed firm.

The directory will be developed and maintained by the MWDBE Program Staff.

- a. The directory will include:
 - i. Business name, address, telephone number, and email address;
 - ii. Name(s) of business owner(s);
 - iii. Type of license;
 - iv. NAICS;
 - v. Type of MWDBE certification, and;
 - vi. Certification and expiration date with an acceptable agency.
 - b. PWC shall advertise on a contract-by-contract basis throughout the year as deemed necessary for MWDBE outreach. Advertisements shall be placed with minority/women-focused publications (state and local). Notification will also be sent to community organizations which might have knowledge of MWDBE firms.
 - c. The department heads and MWDBE Program staff should attend local and regional business fairs to promote the MWDBE Program. The departments shall also identify potentially eligible contractors through affirmative action efforts and the normal course of business. The names of identified contractors shall be forwarded to the MWDBE Program staff.
2. **MWDBE Eligibility Standards** – The eligibility of a business is determined by the ownership and control of the business.
 - a. An eligible Minority Business Enterprise owner is a citizen or lawful permanent resident of the United States, a member of a recognized ethnic or racial group, and fifty-one (51) percent owner of the business.
 - b. The eligible ethnic or racial groups are:
 - i. Black/African American
 - ii. Hispanic American
 - iii. Asian American

iv. Native American

- c. An eligible Women Business Enterprise owner is a citizen or lawful resident of the United States and a fifty-one (51) percent owner of the business and is female.

3. **Removal of MWDBE Procedures** - A contractor certified as a MWDBE may be removed from the program directory for, but not limited to, any of the following reasons:

- a. **Change of Status** - PWC General Manager/CEO or its designee may remove a MWDBE if he/she finds that the ownership or control of the business changes so that the business no longer meets the requirements of Section IV, D(2) (b) and (c) above.
- b. **Failure to comply with the MWDBE Program** - The certification of a business as a MWDBE may be removed by PWC General Manager/CEO or its designee if he/she finds any of the following conditions:
- i. That a business has submitted inaccurate, false or incomplete information to PWC;
 - ii. That in performance of a contract, a business has failed to comply with requirements of the contract with PWC;
 - iii. That in performance of a contract, a business has failed to comply with MWDBE requirements of a contract established by a contractor with PWC in response to PWC requirements; or
 - iv. That a business has otherwise failed to comply with the provisions of this MWDBE Program.
- c. **Appeal of Removal** - A business may appeal a determination of a MWDBE by satisfying the eligibility requirements in Section IV, D (2) (b) and (c).
- d. **Pre-bid Meeting or Site Visit** - PWC may hold a pre-bid meeting on formal and informal bid contracts for all prospective bidders, subcontractors, and MWDBEs for the purpose of explaining the provisions of the MWDBE Program, the process for bidding, and the contract to be performed. Available data on MWDBEs interested and/or capable of engaging in the prospective contract shall be made available to prospective bidders, contractors, and subcontractors.

E. Contractor Good-Faith Efforts

The contractor (bidder) shall make good-faith efforts to encourage the participation of MWDBEs in projects prior to submission of bids in order to be considered as a responsive bidder. A good-faith effort shall include, at a minimum, specific affirmative action steps and complete documentation thereof. The following list of factors to determine good-faith effort is not exclusive or exhaustive:

1. Whether the bidder attended any pre-submittal or pre-bid meetings, if scheduled

by PWC;

2. Whether the bidder identified and selected specific items of the project for which the contract could be performed by Minority and/or Women Business Enterprises, to provide an opportunity for participation by those enterprises (including, where appropriate, breaking down contracts into economically feasible units to facilitate MWDBE participation);
3. Whether the bidder advertised, a reasonable time before the date the bids are opened, in one or more daily or minority weekly newspapers or trade associations (i.e., N.C. Minority Business Association), trade journals, or other media;
4. Whether the bidder provided email notice of their interest in bidding on the contract to at least three (3) Minority, Women, or Disadvantaged Business Enterprises (for each identified sub-item of the contract) licensed to provide the specific items of the project a reasonable time prior to the opening of bids;
5. Whether the bidder provided interested Minority, Women, and Disadvantaged Business Enterprises with information about the Plan, specifications, and requirements for the selected subcontracting or material supply work;
6. Whether the bidder contacted PWC's MWDBE Program staff for assistance in identifying minority and women businesses certified with approved public agencies as referenced in Section IV, D (2) (b) and (c);
7. Whether the bidder negotiated in good-faith with Minority, Women, or Disadvantaged Business Enterprises and did not unjustifiably reject as unsatisfactory bids prepared by a Minority, Women, or Disadvantaged Business Enterprises, as defined by PWC;
8. Whether the bidder, where applicable, advised and made efforts to assist interested MWDBEs in obtaining bonds, lines of credit, or insurance required by PWC or contractor;
9. Whether the bidder's efforts to obtain MWDBEs participation could reasonably be expected by PWC to produce a level of participation sufficient to meet the goals of PWC.

Bidders are cautioned that even though their submittal indicates they will meet the MWDBE goals, they should document their good- faith efforts and be prepared to submit this information to protect their eligibility for award of the contract in the event PWC questions whether the good-faith requirement has been met.

10. **Performance of MBE/WBE/DBE Subcontractors and Suppliers** - The MWDBEs listed by the contractor on the Program Affidavits, which is determined by PWC to be certified, shall perform the work and supply the materials for which they are listed unless the contractor has received prior written authorization from PWC to perform the work with other forces or to obtain the materials from other sources.

The contractor shall enter into subcontracts and supply copies of all fully executed subcontracts with each MWDBE listed on the Program Affidavits to PWC's MWDBE Program staff after award of the contract and prior to the issuance of a Notice to Proceed. Any amendments to the subcontracts shall be submitted to the MWDBE Program staff within **five (5) days** of execution.

Authorization to utilize other forces or sources of materials shall be requested by submitting a "Change or Add a Subcontractor Form" for the following reasons:

- a. The listed MWDBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the contractor.
- b. The listed MWDBE becomes bankrupt or insolvent.
- c. The listed MWDBE fails or refuses to perform his/her subcontract or furnish the listed materials.
- d. The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

All "Change or Add a Subcontractor Forms" shall be accompanied by good faith efforts documentation as specified on the form.

F. Awarding of Construction Contracts

1. If a construction contract is to be awarded, it shall be awarded in accordance with North Carolina General Statutes to the lowest responsible bidder who complies with all of the prescribed requirements and either:
 - a. Made a good-faith effort to comply with these goals and requirements before the time bids are opened as described above. Where a good-faith effort is claimed by the apparent lowest responsible bidder, the bidder shall be required to submit documentation **WITHIN TWENTY-FOUR (24) HOURS OF PWC'S NOTIFICATION**, which in most instances will occur the day of bid opening to show that the criteria for good-faith efforts have been met, or
 - b. Once a firm is determined to be an eligible MWDBE, and before the contract is awarded, the total dollar value to be paid to the MWDBE shall be evaluated by the MWDBE Program Staff to ensure that it is in accordance with the bidder's proposal.

If the evaluation shows that the bidder has misrepresented MWDBE participation or has not made a good-faith effort to meet the contract goals for MBE or WBE

participation, the bidder may be disqualified.

G. Counting MWDBE Participation Toward Meeting the Aspirational Goals

The degree of participation by MWDBE contractors, subcontractors, suppliers, or joint-venture partners in contract awards shall be counted in the following manner:

1. Once a firm is determined to be an eligible MWDBE contractor in accordance with this Program, the total dollar value of the contract awarded to the MWDBE is counted as participation.
2. The goals can be met by any certified MWDBE contractor, subcontractor, supplier, trucker, or joint-venture partner as listed in PWC and agency directory. All MWDBEs used to meet the goal must be certified by an approved agency and verified by PWC at the time of bid opening. Only certified firms can be counted toward the goal. The standard for certification is set forth in this Program.
3. The total dollar value of a contract with a disadvantaged business owned and controlled by a minority woman is counted toward either the minority goal or the goal for women, but not toward both. The contractor or MWDBE Program staff may choose the goal to which the value is applied.
4. In the case of a joint venture, the joint venture recipient or contractor may count toward its MWDBE goals a portion of the total dollar value of the contract that the MWDBE partner's participation in the joint-venture represents. Credit will be given equal to the minority partner's percentage of ownership in the joint venture. A MWDBE joint-venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control.
5. A recipient or contractor may count toward its MWDBE goals only expenditures to MWDBEs whose ownership interests are real and continuing and not created solely to meet PWC's goals for participation, and that perform a commercially useful function in the work of a contract. A MWDBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a MWDBE is performing a commercially useful function, the MWDBE Program staff shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. Consistent with normal industry practices, an MWDBE may enter into subcontracts. If a MWDBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the MWDBE shall be presumed not to be performing a commercially useful function. Evidence to rebut this presumption may be presented to the MWDBE Program staff. The MWDBE may present evidence to rebut this presumption. The MWDBE Program staff decision on the rebuttal of this presumption is subject to review by PWC General Manager/CEO or its designee. Once a contractor is determined to be an eligible MWDBE in accordance with this section, the total dollar value of the contract awarded to MWDBE is counted toward the applicable MWDBE goals, except as provided in

the provisions of this section.

6. A contractor may count toward its MWDBE goals expenditures for materials and supplies obtained from MWDBE suppliers and manufacturers, provided that the MWDBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

H. Documentation of Attainment of MWDBE Participation Requirements

In order that PWC General Manager/CEO or its designee may make a recommendation to PWC as to the responsiveness of bidders, bidders shall be required to submit the following information on each MWDBE-related subcontract:

1. A description of the subcontract and purchase(s) of significant equipment and supplies to be used to perform the subcontract or prime contract, including the name and address of each MWDBE firm selected, and the name and telephone number of a contact person;
2. The dollar amount of participation of each MWDBE;
3. A statement of intent from the MWDBE subcontractor or material supplier as;
 - a. Identified in Section IV, H(1) above that they intend to contract or supply the materials, or
 - b. Sworn statements, with appropriate documentation, showing that the contractor made a good-faith effort to comply with the MWDBE Program in accordance with Section IV, E of this Program.

V. PROCEDURES FOR ARCHITECTURE & ENGINEERING (A&E) CONTRACTS

A. Purpose and Application

1. The general purpose (goal) of this Program is to help develop and support MWDBEs by providing opportunities for participation in the performance of PWC's A&E contracts financed entirely with PWC funds.
2. This Program applies to all A&E contracts except contracts in those unique circumstances where written exemption of particular contracts is determined as an exception, and less than fifty thousand dollars (\$50,000.00) by PWC General Manager/CEO. PWC General Manager/CEO or its designee will be responsible for administering and monitoring the Program to ensure that appropriate action(s) are taken in efforts of achieving the goals.
3. Where contracts are funded in whole or in part with federal or state funds and the grants, loans, or other funding sources containing MWDBE Program requirements, PWC General Manager/CEO or its designee will be responsible for monitoring the Program to ensure the goals are met.

4. Since PWC Request for Qualifications (RFQ) are prepared by the Engineering and Facilities Departments, each of these departments shall prepare such documents with Procurement pre-approved templates for the qualification-based selection process, which includes the Program goals as required to implement this Program.

B. MWDBE Aspirational Goals

1. To implement this Program, the goal shall be to award six percent (6%) of the total A&E contract dollars awarded in each fiscal year to MBE firms and five percent (5%) to WBE firms. The goals will become effective on the date that PWC approves the Program and continue for a period of five (5) years.

C. Request for Qualifications

1. It is not required that contracts under \$50,000 meet the contract goal. When possible, at least twenty-five (25) percent of the firms notified of the contract opportunity shall be MWDBE. A list of available firms will be provided by the MWDBE Program staff to the Procurement Advisor and Department. The MWDBE Program staff shall track and report the firms that are notified and that provide submittals.

D. PWC Responsibilities

1. Identification of MWDBE Firms

- a. The MWDBE Program staff will establish and maintain a directory of certified Minority, Women, and Disadvantaged Business Enterprises. The purpose of the directory is to provide a resource on PWC A&E projects. The directory will not constitute a recommendation or endorsement of any listed firm. The directory will be developed and maintained by the MWDBE Program Staff.
- b. The directory will include:
 - i. Business name, address, telephone number, and email address;
 - ii. Name(s) of business owner(s);
 - iii. Type of license;
 - iv. NAICS;
 - v. Type of MWDBE certification, and;
 - vi. Certification and expiration date with an acceptable agency.
- c. PWC shall advertise on a contract-by-contract basis throughout the year as deemed necessary for MWDBE outreach. Advertisements shall be placed with minority/women-focused publications (state and local). Notification will also be sent to community organizations which might have knowledge of MWDBE firms.

- d. The department heads and MWDBE Program staff should attend local and regional business fairs to promote the MWDBE Program. The departments shall also identify potentially eligible firms through affirmative action efforts and the normal course of business. The names of identified firms shall be forwarded to the MWDBE Program staff.

E. Meeting MWDBE Aspirational Goals

1. Goals must be met by awarding contracts to certified MWDBE firms. The MWDBE must be certified at the time of the contract award. MWDBE firms not certified at the time of the contract award will not be counted towards MWDBE goals. MWDBE goals may be met by a certified joint venture or partnership. In the case of joint ventures or partnerships, MWDBE participation counted toward the goal will be equal to the percentage of the total dollar value of the contract that the MWDBE partner is responsible for performing.

F. Counting MWDBE Participation

1. The total dollar value of a contract with a disadvantaged business owned and controlled by a minority woman is counted toward either the minority goal or the goal for women, but not toward both. The contractor or MWDBE Program staff may choose the goal to which the value is applied.
2. If a determination is made by the MWDBE Program staff that the goals have not been met, the prime service provider will be required to submit a good-faith effort statement prior to PWC awarding the contract.

G. Provider Good-Faith Efforts

The following is a list of the efforts that should be made by the prime A&E firm to encourage MWDBE participation. In order to receive credit for having made "good faith efforts", the prime A&E firm 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 A&E firm participation in a reasonable time before the solicitations 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 qualification submittal and work to be done by sub-A&E firms;
8. Using available directories of certified MWDBEs and other available resources;
9. Ensuring that the firm negotiated in good faith with the MWDBE and did not unjustifiably reject as unsatisfactory qualifications 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.

H. Documenting Good-Faith Efforts

If the prime A&E firm does not meet the goals for MWDBE participation at the time of qualification submittal, then the following documents indicating "good-faith efforts" should be submitted as a minimum:

1. A report of all proposals received by the prime service provider from MWDBE sub-A&E firms must indicate the action taken by the prime A&E firm in response to the qualification submittal. In cases where proposals have been rejected, the reason for rejection must be indicated.
2. Documentation of efforts to enter into agreements with MWDBEs for sub-A&E work or arrangements for joint ventures, partnerships, or other multi-entity relationships. Also included should be a statement of why agreements or arrangements were not made.
3. Proof of contact with MWDBEs and associations or business development centers that disseminate information to MWDBEs.
4. A copy of emails or notices sent to groups in Section VI, J(3) above notifying them of the firm's intent to submit a qualification submittal to PWC. The emails or notices should indicate the areas of work available for sub-A&E firms.
5. Description of assistance provided to MWDBEs in review of the qualification submittal and work to be done by sub-A&E firms.
6. Description of the use made by firms of available resources such as directories of MWDBEs.

7. Documentation of advertisements sent to general circulation media, trade publications, and minority-focused media.
8. Proof of attendance at any pre-bid meeting.

If the prime A&E firm fails to meet the MWDBE goals with its proposed project team and cannot provide documentation of "good-faith efforts", these failures will be noted to the involved department by the MWDBE Program Staff, and the firm may be disqualified.

VI. PROCEDURES FOR PURCHASE CONTRACTS

A. Purpose and Application

1. The general purpose of this Program is to help develop and support Minority, Women, and Disadvantaged Business Enterprises (MBE, WBE, and DBE) by providing opportunities for participation in purchase contracts financed entirely with PWC funds.
2. This Program shall apply to purchase contracts over \$30,000 for apparatus, materials, supplies and purchase contracts for goods where the patent-holder is not the sole supplier. PWC General Manager/CEO or its designee will be responsible for monitoring the Program to ensure the goals are met.
3. Where contracts are funded in whole or in part with federal or state funds and the grants, loans, or other funding sources containing MWDBE Program requirements, PWC General Manager/CEO or its designee will be responsible for monitoring the Program to ensure the goals are met.
4. Since PWC purchase contracts are prepared by various departments, each of these departments shall prepare such documents with Procurement pre-approved templates for the quote or bid process, which includes the goals as required to implement this Program. PWC Departments shall document and provide to the MWDBE Program staff a list of all providers notified and responses received for informal purchases.

B. MWDBE Aspirational Goals

1. To implement the purpose of this Program, the goal shall be to award at least four (4) percent of the total of all purchase contract award amounts in each fiscal year to MBEs and at least four (4) percent to WBE firms. It is further the intent of PWC to encourage, to the extent allowed the use of local vendors (defined as located within Cumberland, Hoke, or Harnett County) whenever doing so is consistent with the requirements under G.S. 143-129.

C. Request for Quotes or Invitation for Bids

1. The various departments soliciting goods will be responsible for contacting from the directory at least one MBE and one WBE for a price quotation of \$30,000 or more on each purchase contract with MWDBE availability.

2. A list of available MWDBEs will be provided by the MWDBE Program staff to the Procurement Advisor and Department. The MWDBE Program staff shall track and report the MWDBEs that are notified and that provide submittals.

D. PWC Responsibilities

1. Identification of MWDBEs

- a. The MWDBE Program staff will establish and maintain a directory of certified Minority, Women, and Disadvantaged Business Enterprises. The purpose of the directory is to provide a resource for on PWC purchase contracts. The directory will not constitute a recommendation or endorsement of any listed supplier. The directory will be developed and maintained by the MWDBE Program Staff.
 - b. The directory will include:
 - i. Business name, address, telephone number, and email address;
 - ii. Name(s) of business owner(s);
 - iii. NAICS;
 - iv. Type of MWDBE certification, and;
 - v. Certification and expiration date with an acceptable agency.
 - c. PWC shall advertise on a contract-by-contract basis throughout the year as deemed necessary for MWDBE outreach. Advertisements shall be placed with minority/women-focused publications (state and local). Notification will also be sent to community organizations which might have knowledge of MWDBE suppliers.
 - d. The department heads and MWDBE Program staff should attend local and regional business fairs to promote the MWDBE Program. The departments shall also identify potentially eligible suppliers through affirmative action efforts and the normal course of business. The names of identified suppliers shall be forwarded to the MWDBE Program staff.
2. **MWDBE Eligibility Standards** – The eligibility of a business is determined by the ownership and control of the business.

- a. An eligible Minority Business Enterprise owner is a citizen or lawful permanent resident of the United States, a member of a recognized ethnic or racial group, and fifty-one (51) percent owner of the business.
- b. The eligible ethnic or racial groups are:
 - i. Black/African American
 - ii. Hispanic American
 - iii. Asian American
 - iv. Native American

- c. An eligible Women Business Enterprise owner is a citizen or lawful resident of the United States and a fifty-one (51) percent owner of the business and is female.
- 3. **Removal of MWDBE Procedures** - A supplier certified as a MWDBE may be removed from the program directory for, but not limited to, any of the following reasons:
 - a. **Change of Status** - PWC General Manager/CEO or its designee may remove a MWDBE if he/she finds that the ownership or control of the business changes so that the business no longer meets the requirements of Section IV, D(2) (b) and (c) above.
 - b. **Failure to comply with the MWDBE Program** - The certification of a business as a MWDBE may be removed by PWC General Manager/CEO or its designee if he/she finds any of the following conditions:
 - i. That a business has submitted inaccurate, false or incomplete information to PWC;
 - ii. That in performance of a contract, a business has failed to comply with requirements of the contract with PWC;
 - iii. That in performance of a contract, a business has failed to comply with MWDBE requirements of a contract established by a contractor with PWC in response to PWC requirements; or
 - iv. That a business has otherwise failed to comply with the provisions of this MWDBE Program.
 - c. **Appeal of Removal** - A business may appeal a determination of a MWDBE by satisfying the eligibility requirements in Section IV, D (2) (b) and (c).
 - d. **Pre-bid Meeting or Site Visit** - PWC may hold a pre-bid meeting on formal and informal bid contracts for all prospective bidders, subcontractors, and MWDBEs for the purpose of explaining the provisions of the MWDBE Program, the process for bidding, and the contract to be performed. Available data on MWDBEs interested and/or capable of engaging in the prospective contract shall be made available to prospective bidders, contractors, and subcontractors.

E. Award of Purchase Contracts

- 1. If a purchase contract is to be awarded, it shall be awarded in accordance with North Carolina General Statutes and/or other applicable PWC, Commission, and State regulations.

VII. PROCEDURES FOR PROFESSIONAL, GENERAL (OTHER) SERVICE CONTRACTS

A. Purpose and Application

1. The general purpose (goal) of this Program is to help develop and support MWDBEs by providing opportunities for participation in the performance of PWC's professional service contracts and general (other) service contracts (hereinafter referred to as service contracts).
2. This Program applies to all service contracts except contracts under \$30,000, and in those unique circumstances where PWC General Manager/CEO or its designee determines that an exception is necessary.
3. Where contracts are funded in whole or in part with federal or state funds and the grants, loans, or other funding sources containing MWDBE Program requirements, PWC General Manager/CEO or its designee will be responsible for monitoring the Program to ensure the goals are met.
4. PWC General Manager/CEO or its designee will be responsible for administering and monitoring the Program to ensure that appropriate action(s) are taken in efforts of achieving the goals.

B. MWDBE Aspirational Goals

1. To implement this Program, the goal shall be to award nine percent (9%) of the total service contract dollars awarded in each fiscal year to MBE firms and four percent (4%) to WBE firms. The goals will become effective on the date that PWC approves the Program and continue for a period of five (5) years.

C. PWC's Responsibilities

1. Identification of MWDBE Firms

- a. The MWDBE Program staff shall establish and maintain a directory of certified MWDBE service providers that shall be made available to all departments to assist them in identifying appropriate MWDBE service providers that can be used to meet PWC's MWDBE goals. The directory shall include the businesses which provide the services routinely procured by PWC and the NAICS which the businesses are capable of providing. The directory will not constitute a recommendation or endorsement of any listed business. The directory will include:
 - i. Business name, address, and telephone number;
 - ii. Name(s) of business owner(s);
 - iii. NAICS of services available;
 - iv. Type of MWDBE certification, and;
 - v. Certification and expiration date with an acceptable agency.
- b. PWC shall provide a list of opportunities at least 30 days prior to each fiscal year (July) for MWDBE service providers. Advertisements shall

be placed with minority/women-focused publications (state and local). Notification will also be sent to community organizations that might have knowledge of MWDBE firms. Interested MWDBEs shall provide a letter of interest within **14 calendar days** of the advertisement.

- c. For opportunities that arise throughout the fiscal year, PWC shall provide an Advertisement for opportunity to but not limited to MWDBE service providers within the MWDBE directory and identified MWDBEs from the Disparity Study. Advertisements shall be placed with minority/women-focused publications (state and local). Notification will also be sent to community organizations that might have knowledge of MWDBE firms. Interested MWDBEs shall provide a letter of interest within **7 calendar days**.
- d. The department heads and MWDBE Program staff should attend local and regional business fairs to promote the MWDBE Program. The departments shall also identify potentially eligible service providers through affirmative action efforts and the normal course of business. The names of identified businesses shall be forwarded to the MWDBE Program staff.

D. Request for Proposals

- 1. MWDBE contract goals shall be set for service contracts over \$30,000.00. The request for proposals shall state the contract goals of four (4) percent for both MWDBE Professional and General Service contractors.
- 2. Contracts under \$30,000 and contracts without letters of interest are not required to meet the contract goal.
- 3. A list of available service providers will be provided by the MWDBE Program staff to the Procurement Advisor(s) and department(s). The MWDBE Program staff shall track and report the service providers that are notified and that provide proposals.

E. Meeting MWDBE Aspirational Goals

- 1. Goals must be met by awarding contracts to certified MWDBE service providers. The MWDBE must be certified at the time of the contract award. MWDBE service providers not certified at the time of the contract award will not be counted towards MWDBE goals. MWDBE goals may be met by a certified joint venture or partnership. In the case of joint ventures or partnerships, MWDBE participation counted toward the goal will be equal to the percentage of the total dollar value of the contract that the MWDBE partner is responsible for performing.

F. Counting MWDBE Participation

- 1. The total dollar value of a contract with a disadvantaged business owned and controlled by a minority woman is counted toward either the minority goal or the goal for women, but not toward both. The contractor or MWDBE Program staff

may choose the goal to which the value is applied.

2. If a determination is made by the MWDBE Program staff that the goals have not been met, the prime service provider will be required to submit a good-faith effort statement prior to PWC awarding the contract.

G. Provider Good-Faith Efforts

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.

I. Documenting Good-Faith Efforts

If the prime service provider does not meet the goals for MWDBE participation at the time the proposals are due, then the following documents indicating "good-faith efforts" should be submitted as a minimum:

1. A report of all proposals received by the prime service provider from MWDBE sub-providers must indicate the action taken by the prime service provider in response to the proposal. In cases where proposals have been rejected, the reason for rejection must be indicated.
2. Documentation of efforts to enter into agreements with MWDBEs for sub-provider work or arrangements for joint ventures, partnerships, or other multi-entity relationships. Also included should be a statement of why agreements or arrangements were not made.
3. Proof of contact with MWDBEs and associations or business development centers that disseminate information to MWDBEs.
4. A copy of emails or notices sent to groups in Section VI, J(3) above notifying them of the firm's intent to submit a qualification submittal to PWC. The emails or notices should indicate the areas of work available for sub-providers.
5. Description of assistance provided to MWDBEs in review of the qualification submittal and work to be done by the sub-provider.
6. Description on use made by firms of available resources such as directories of MWDBEs.
7. Documentation of advertisements sent to general circulation media, trade publications, and minority-focused media.
8. Proof of attendance at any pre-bid meeting.

If the prime service provider fails to meet the MWDBE goals with its proposed project team and cannot provide documentation of "good-faith efforts", these failures will be noted to the involved department by the MWDBE Program Staff, and the service provider may be disqualified.

VIII. UTILIZATION OF JOINT VENTURE

PWC is committed to promoting the utilization of joint venturing amongst business enterprises and to support, encourage, and offer procurement opportunities to support utilization when available so that business enterprises can meet capacity development.

The purpose of Joint Venturing is to connect high potential MWDBEs with a Prime Contractor that will supplement their growth and development. Joint Venturing is seen as an important approach to help MWDBEs compete for larger contracts. PWC conducts many outreach events to connect certified MWDBEs with PWC decision makers and prime contractors. PWC shall provide targeted outreach, training, and technical support

to MWDBEs and urge Prime contractors to provide an equivalent level of outreach and support when joint venturing is available. PWC's mission is to provide an innovative program to the industry that focuses on the accelerated growth of diverse partnerships.

IX. MWDBE REPORTING PROCEDURE

1. The MWDBE Program staff shall submit quarterly progress reports to PWC Departments. The quarterly progress reports shall be prepared by the MWDBE Program staff from information (i.e. pay applications, MWDBE forms, and requisition checklist form) submitted by each department involved in procurement within thirty (30) days following the period (each quarter). Progress reports shall indicate the type of procurement contract (i.e., construction, A&E, purchase, professional services, or general services) and shall include the following:
 - vi. Number and dollar value of total procurement contracts;
 - vii. Number and dollar value of all procurement contracts awarded to MWDBEs by the department;
 - viii. Where goals are not met, the progress report shall specify the reasons and include recommendations for increasing participation.
2. PWC General Manager/CEO or its designee shall submit an annual report to Commission. The report shall include the total number of procurement contracts by departments and the dollar value of all contracts with MWDBE participation. The level of MWDBE participation shall be reported annually.

**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

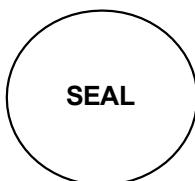
Affidavit of _____
(Name of Bidder)

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

Points		
Total Available GFE Points: 155		Minimum Number GFE Points <i>Required</i>: 50
	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 _____, 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:

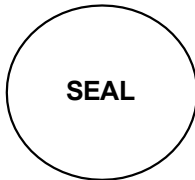
(Name of Project)

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 _____, 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.

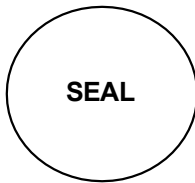
<u>Name, Address, & Phone No.</u>	<u>EIN</u>	<u>*MWDBE Category</u>	<u>NAICS</u>	<u>Dollar Value</u>	<u>% of Contract</u>

*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 _____, County of _____

Subscribed and sworn to before me this _____ day of 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</u> <u>No.</u>	<u>EIN</u>	<u>*MWDBE</u> <u>Category</u>	<u>NAICS</u>	<u>Dollar Value</u>

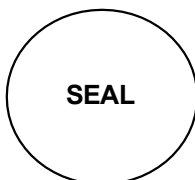
*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

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

- 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.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- 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.
- Documentation of any contacts or correspondence to MWDBE, community or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster.
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for MWDBEs.
- Letter detailing reasons for rejection of a MWDBE due to lack of qualification.
- 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 _____, County of _____

Subscribed and sworn to before me this _____ day of 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.

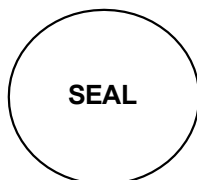
<u>Name, Address, & Phone</u> <u>No.</u>	<u>EIN</u>	<u>*MWDBE Category /</u> <u>**Local</u>	<u>NAICS</u>	<u>Dollar Value</u>

*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 _____, County of _____

Subscribed and sworn to before me this _____ day of 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: _____

EIN: _____

MWDBE Category: _____

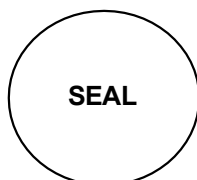
To Add MWDBE Subcontractor/Subcontracted work:

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	EIN	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 _____, County of _____

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

Notary Public _____

My commission expires _____

Last Revised September 24, 2024

**SMALL LOCAL SUPPLIER / MWDBE 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

ATTACHMENT H: BID SUBMITTAL CHECKLIST

To ensure your bid is considered for evaluation and potential award, the following forms and required information must be submitted in full. Each item on this checklist must be completed and provided with your bid response. Failure to submit any required documentation or information may result in disqualification. Please carefully review the checklist to confirm all required materials are included before submitting your bid.

- ☐ 1. Properly Marked Sealed Bid (Submission Instructions paragraph 4)
- ☐ 2. References (provided on page 6)
- ☐ 3. (1) Descriptive Literature/Manufacturer Technical Specifications, (2) Spare Parts Details, (3) Warranty Details, (4) Installation Plan, and (5) Technical Support and Training Plan (Attachment A)
- ☐ 4. Attachment B Company Information (completed and signed)
- ☐ 5. Attachment B Lead Time Information (provided)
- ☐ 6. Attachment B Price Information (provided)
- ☐ 7. Attachment C (completed and signed) or Explanation (provided)
- ☐ 8. MWDBE Affidavit A or Affidavit B (completed and notarized)
- ☐ 9. MWDBE Affidavit E (completed and notarized)
- ☐ 10. Addendum 1, if applicable (acknowledged and signed)
- ☐ 11. Addendum 2, if applicable (acknowledged and signed)
- ☐ 12. Addendum 3, if applicable (acknowledged and signed)
- ☐ 13. Addendum 4, if applicable (acknowledged and signed)