



**GRID RESILIENCE AND INNOVATION PARTNERSHIPS  
(GRIP) PROGRAM**

**INVITATION FOR BID**

**PWC2526006**

**Inventory – BABA Galvanized Steel Transmission  
Poles**

**Date of Issue: July 30, 2025  
Date of Opening Date: August 12, 2025  
2:30 P.M.**

**Direct all inquiries concerning this IFB to:**

**Shelby Lesane  
Procurement Advisor II  
[procurement@faypwc.com](mailto:procurement@faypwc.com)**

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**ADVERTISEMENT FOR BID  
FAYETTEVILLE PUBLIC WORKS COMMISSION  
INVENTORY - BABA GALVANIZED STEEL TRANSMISSION POLES**

**Cumberland County  
North Carolina**

Bids are solicited and will be received at Fayetteville Public Works Commission, Warehouse Conference Room, 1097 Public Works Drive, Fayetteville, NC 28301, until **2:30 p.m., EST Tuesday, August 12, 2025**, for the **INVENTORY - BABA GALVANIZED STEEL TRANSMISSION POLES**.

PWC is issuing this Invitation for Bid (IFB) for the procurement of 480 galvanized steel transmission poles as part of a wood pole replacement project that is partially funded through a federal grant. The project is scheduled for completion no later than December 2028. Unlike PWC's existing three-year transmission pole agreement, this solicitation is subject to all applicable federal grant requirements. Enclosed are the Instructions to Bidders, Detailed Specifications, and Bid Pricing Form. Bidders must submit the provided Attachments 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 **Shelby Lesane**, at [procurement@faypwc.com](mailto:procurement@faypwc.com) no later than **5:00 p.m., EST Tuesday, August 5, 2025**, in order to be considered for a response.

PWC will receive financial assistance from the U.S. Department of Energy (DOE) under the Grid Resilience and Innovation Partnerships (GRIP) Program, administered through a subaward from the North Carolina Department of Environmental Quality (NC DEQ). As such, the contractor to whom the agreement is awarded shall comply with all applicable federal statutory and regulatory requirements, including but not limited to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 2 CFR Part 910 (DOE-specific supplements), the Build America, Buy America Act (BABA), Davis-Bacon Act labor standards, and applicable anti-lobbying and telecommunications restrictions. These provisions will be incorporated in an exhibit to the Sale of Goods Agreement, and sample language is included in Attachments **J** and **K** of this IFB. Certified Historically Underutilized Businesses (HUB) are encouraged to submit a bid for this solicitation.

Mailed bids must be addressed to Shelby Lesane, Procurement Advisor II, Fayetteville Public Works Commission, 955 Old Wilmington Road, Fayetteville, North Carolina 28301. The outside of the envelope must be marked **IFB: PWC2526006 INVENTORY - BABA GALVANIZED STEEL TRANSMISSION POLES** 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**  
Nikole Bohannon  
Procurement Manager

**INSTRUCTIONS TO BIDDERS**  
**FAYETTEVILLE PUBLIC WORKS COMMISSION**  
**INVENTORY - BABA GALVANIZED STEEL TRANSMISSION POLES**

**PURPOSE AND BACKGROUND**

PWC is issuing this Invitation for Bid (IFB) for the procurement of Galvanized Steel Transmission Poles as part of a federally funded wood pole replacement project. Unlike PWC's current three-year transmission pole agreement, this solicitation must comply with all applicable federal grant requirements, including the Uniform Guidance (2 CFR 200) and the Build America, Buy America Act (BABA).

**OBJECTIVE OF THE REQUEST**

It is the intent of this bid invitation to obtain pricing for **INVENTORY - BABA GALVANIZED STEEL TRANSMISSION POLES** 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, August 5, 2025, 5:00 p.m.
Provide Response to Questions	PWC	Thursday, August 7, 2025, 5:00 p.m.
Submit IFB	Bidders	Tuesday, August 12, 2025, 2:30 p.m.
Target Commission Date	PWC	Wednesday, September 3, 2025
Target Council Date	PWC	Monday, September 15, 2025
Award /Sale of Goods Agreement	PWC	October 1, 2025
Preferred Delivery	Awarded Bidder	TBD

**QUESTIONS**

Written questions shall be e-mailed to [procurement@faypwc.com](mailto:procurement@faypwc.com) by the date and time specified in the IFB schedule. Bidders will enter "IFB **PWC2526006** – 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 G 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) In accordance with federal grant requirements, including 2 CFR § 200.320, the use of sole source contracts or piggyback contracts from other entities is not permitted unless strict criteria for noncompetitive procurement are met and documented. Any bid submission relying

on such procurement methods without prior written approval and justification will be considered non-compliant and disqualified from award consideration.

- 2) 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.
- 3) 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.
- 4) 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.
- 5) Bids must be submitted in an envelope clearly marked with **"IFB: PWC INSERT NUMBER INVENTORY - BABA GALVANIZED STEEL TRANSMISSION POLES"** 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.
- 6) 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.
- 7) 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.
- 8) All bids must be signed by an authorized official of the bidder. Bids may be rejected for any



omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.

- 9) Do not submit alternate bids unless specifically called for on the Bid Pricing Forms.

## QUANTITIES AND PRICING

- 1) Quantities listed are estimates ONLY based on anticipated project needs. PWC does not guarantee a minimum or maximum quantity to be purchased. The bidder represents and warrants that it has the capacity and expertise necessary to manufacture and deliver the initially estimated quantity of galvanized steel poles and accessories, as well as any additional volume of up to twenty percent (20%) beyond the initial estimate.
- 2) All bidders are advised to include all costs incurred by the bidder in delivering the **BABA GALVANIZED STEEL TRANSMISSION POLES** to the **PWC Warehouse** in their bid submittal. The invoice submitted for payment shall not reflect any other costs (fuel surcharge, toll, etc.). PWC is not tax-exempt.
- 3) All bidders shall present any proposed price adjustments on a quarterly basis. Unit prices will be adjusted at the beginning of each quarter using the following methodology or a substantially similar methodology agreed upon by PWC and the successful bidder. Unit prices will be adjusted using the \$/lb./change between the contract (base index) unit price and the average of the last three published monthly index unit prices of steel as taken from the American Metal Market published data. The \$/lb./change multiplied by the total weight of steel present in each pole configuration will be added to /deducted from the original contract price to become the new unit price for that pole for the quarter.
- 4) All price adjustment requests must comply with the requirements of 2 CFR § 200.324 – Contract cost and price, including submission of sufficient cost data to support price reasonableness. PWC will review any proposed adjustment against the agreed-upon steel index methodology and prevailing market conditions. PWC reserves the right to approve or deny any adjustment. Price increases will not be considered retroactively and must be submitted prior to the start of the next quarter.

## EVALUATION AND AWARD

- 1) In compliance with federal procurement standards under 2 CFR § 200.324, a cost or price analysis will be conducted for all contract modifications and in cases where adequate price competition is lacking. Bidders may be required to submit detailed cost breakdowns or other supporting documentation to demonstrate price reasonableness, upon request.
- 2) An award of a contract is subject to the approval by the Board of Commissioners of PWC and the Fayetteville, North Carolina City Council.
- 3) 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.

- 4) 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.
- 5) 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.
- 6) PWC personnel will place orders via email, on an as-needed basis throughout the life of the Sale of Goods Agreement. Bidder shall confirm receipt of each order by e-mail stating the product ordered, quantity ordered, and the expected service date/s.
- 7) The Sale of Goods Agreement will be awarded for a period of one (1) year to begin on or about October 1, 2025. The Sale of Goods Agreement may be extended for an additional two (2) one-year periods upon the agreement of both parties.
- 8) It is the intent of PWC that all pricing remain firm for the first full quarter following contract execution, and bidders shall take this into account when submitting their bids. If the Sale of Goods Agreement is extended beyond the initial term, quarterly price adjustments may be permitted based on fluctuations in the steel market. Adjustments shall be calculated using the methodology defined in the Quantities and Pricing section of this IFB, which relies on the change in average published steel index prices (e.g., American Metal Market). Any adjustment must be supported by sufficient documentation, including the applicable index data and weight-based calculations. In accordance with 2 CFR § 200.324, PWC will review each request for price adjustment to ensure it is reasonable, allocable, and allowable under federal grant guidelines. PWC reserves the right to approve or deny any such request and will respond within 30 days of receiving complete supporting documentation.
- 9) 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.
- 10) 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 G: 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 1097 Public Works Drive, 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.

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

**1-220 Steel Pole Specifications**

**(Build America/Buy American Compliant)**

**Revision Date: July 18, 2025**

**Revised By: Glenn Andersen**

**POLE, TUBULAR GALVANIZED STEEL, S-04.2 TO S-06.5, 45 FT. TO 100 FT.**

**Page 1 of 14**

**1.0 SCOPE**

This specification covers the design, materials, welding, inspection, protective coatings, drawings, and delivery of steel transmission structures including ladders and anchor bolt cages used for constructing overhead transmission lines. The proposal submitted by the manufacturer shall include field bolts, locknuts, base plates, and other necessary items to make a complete structure. The proposal shall also include bolts, washers, nuts, locknuts and/or other provisions and materials for attaching the bog shoes per the following specifications:

**1.1 Tables and Drawings**

All poles shall conform to the Drawings, Tables, Codes and Standards references included herewith, all of which form a part of these Specifications.

Table 1	Steel Pole Strength Requirements
Table 2	PWC Stock Numbers
Attachment A	2-Hole Ground Pad Detail

**2.0 DEFINITIONS**

- a. Cambering – the fabricating of a slight convex curve in a pole
- b. D/t – the ratio of the diameter of a tubular pole to the steel plate thickness
- c. Engineer – a registered or licensed person, who may be a staff employee or an outside consultant, and who provides engineering services. Engineer also includes duly authorized assistants and representatives of the licensed person.
- d. Ground line – a designated location on the pole where the surface of the ground will be after installation of a direct embedded pole
- e. Load factors (LF) – a multiplier which is applied to each of the vertical, transverse and longitudinal structure loads to obtain an ultimate load
- f. P-delta moment – secondary moment created by the vertical loads acting on the structure when the structure deflects from its unloaded position
- g. Point-of-fixity – location on the pole at ground line or below ground line where the maximum moment occurs
- h. Raking – the practice of installing a straight pole out of plumb, or at an inclined angle
- i. W/t – ratio of the width of the pole (flat-to-flat) to the plate thickness
- j. Ultimate load – the maximum design load which includes the appropriate load factor specified

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

**1-220 Steel Pole Specifications**

**(Build America/Buy American Compliant)**

**Revision Date: July 18, 2025**

**Revised By: Glenn Andersen**

**POLE, TUBULAR GALVANIZED STEEL, S-04.2 TO S-06.5, 45 FT. TO 100 FT.**

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**3.0 CODES AND STANDARDS**

Codes, standards, or other documents referred to in this specification shall be considered as part of this specification. The following codes and standards are referenced:

- a. American Institute of Steel Construction (AISC), Specification for the Design, Fabrication and Erection of Structural Steel for Buildings, latest edition.
- b. American Society of Civil Engineers (ASCE) Standard, Design of Steel Transmission Pole Structures, ASCE/SEI 48, latest edition.
- c. American Society for Testing and Materials (ASTM), various standards, latest version.
- d. American Concrete Institute (ACI), Building Code Requirements for Reinforced Concrete, ACI 318, latest edition.
- e. American Welding Society (AWS), Structural Welding Code, AWS D1.1, latest edition.
- f. American National Standards Institute (ANSI), National Electrical Safety Code, ANSI C2, latest edition.
- g. Steel Structure Painting Council (SSPC), Surface Preparation Specification, SSPC SP6, latest edition.

**4.0 CONFLICT BETWEEN THIS SPECIFICATION, DRAWINGS, AND REFERENCED DOCUMENTS**

In the event of conflict between this specification and the above referenced documents, the requirements of this specification shall take precedence. In the case of conflict between several referenced documents, the more stringent requirement shall be followed. If a conflict exists between this specification or the referenced documents and the attached drawings, the attached drawings shall be followed. If clarification is necessary, contact the Owner or Owner's representative.

**5.0 TECHNICAL REQUIREMENTS**

The design, fabrication, allowable stresses, processes, tolerances, and inspection shall conform to the American Society of Civil Engineers (ASCE) Standard, Design of Steel Transmission Pole Structures, latest edition, with the following additions and/or exceptions:

**5.1 Design**

5.1.1 Pole designs shall be prepared from the attached configuration drawings and design loads. The structure shall be capable of withstanding all specified loading cases including secondary stresses from foundation movements when specified but not considering the possible restraining effect of conductors or shield wires. The structure shall withstand the loads without failure, permanent distortion, or exceeding any specified deflection limitations.

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

**1-220 Steel Pole Specifications**

**(Build America/Buy American Compliant)**

**Revision Date: July 18, 2025**

**Revised By: Glenn Andersen**

**POLE, TUBULAR GALVANIZED STEEL, S-04.2 TO S-06.5, 45 FT. TO 100 FT.**

**Page 3 of 14**

5.1.2 Wind pressures shown in the loading criteria shall be multiplied by the appropriate shape factor applied to the poles. Pressures in pounds per square foot shall be computed as follows:

$$p \text{ (in psf)} = W \times C_d$$

Where  $p$  = pressure on projected area of the pole normal to wind,  $W$  = wind pressure, and  $C_d$  = shape (or drag) factor.

Shape factors for computing the wind on poles are:

Round	1.0
Hexagon	1.4
Octagon	1.4
Dodecagon	1.0
Square	1.6

5.1.3 The maximum design unit stress under full design load shall be the minimum yield strength as stated in applicable ASTM specifications for the particular application and types of loads, including load factors.

5.1.4 Poles shall be designed with a minimum number of joints. Field welding shall not be allowed as part of the design of a new pole. The shaft joints to be made in the field shall be slip joints or bolted flange joints. Slip joint length shall be at least one and one-half (1-1/2) times the largest inside diameter of the female section. Bolted flange joints may be used for medium angle and heavy angle guyed structures and X-braced H-frame structures. If approved by the Owner or Owner's representative, a strap across the pole splice to prevent separation of the male and female sections of the pole may be used for X-braced H frame structures. Approval must be obtained prior to bid.

- a. Manufacturer shall verify slip joint fit before shipment. Joints should not interfere with through holes, ladder clips, or jacking nuts.
- b. Sufficient jacking lugs and permanent orientation marks shall be provided at all slip joints to ensure proper alignment and complete overlap of the joint.

5.1.5 The ultimate load in guys shall not exceed sixty-five percent (65%) of the rated breaking strength of the guy.

5.1.6 Minimum plate thickness for all pole components shall be three-sixteenths (3/16) inch. Minimum tip diameter for all poles shall be nine (9) inches point-to-point, (8.69) inches flat-to-flat.

5.1.7 Structures which are to be direct embedded shall have bearing plates. Bearing plates shall have a diameter not more than two inches (2") greater than the maximum pole diameter.

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

**1-220 Steel Pole Specifications**

**(Build America/Buy American Compliant)**

**Revision Date: July 18, 2025**

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5.1.7.1 Galvanized poles shall have a drain hole at the bottom. The drain hole shall not be greater than 20% of the bottom plate surface area.

5.1.7.2 Direct embedded steel poles shall have ground sleeves. Ground sleeves shall have a minimum length of four feet (4' 0").

5.1.7.3 The Ground sleeve shall have a minimum thickness of three-sixteenths (3/16") inch and shall be centered at ground line. A seal weld shall be provided around the ground sleeve. The ground sleeve shall not be considered in strength calculations. Galvanizing vent holes are allowed.

5.1.8 Poles shall have nearly a uniform taper throughout their entire length. The maximum difference in tapers between two (2) pole sections measured by the diameters shall be 0.020 inch/ft. for poles with variable taper.

**5.1.9 Standard Class Designations**

5.1.9.1 Tangent and guyed angle structures have been specified using RUS Standard Steel Pole Class Designations shown in Table 1 unless noted otherwise.

5.1.9.2 Pole designs shall be prepared for the attached Standard Class design loads. The poles shall be designed to meet ASCE/SEI 48, "Design of Steel Transmission Pole Structures," design methods. The point-of-fixity shall be considered to be located at a distance from the pole bottom that is equal to seven percent (7%) of the pole length. The pole shall be symmetrically designed such that the strength required in any one direction shall be required in all directions about the longitudinal axis.

5.1.9.3 Using the corresponding values in Table 1, the poles shall be designed for the following requirements.

- a. The pole shall develop the minimum ultimate moment capacity required in Table 1 at a distance of five feet (5'-0") from the pole top.
- b. The pole shall develop the minimum ultimate moment capacity above the point-of-fixity that is calculated by multiplying the tip load in Table 1 by the distance to the tip load.
- c. The geometry and taper of the pole shall be uniform throughout their entire length (top to butt).

5.1.9.4 The poles shall be designed to withstand the specified tip loading in Table 1 without exceeding a pole deflection of fifteen percent (15%) of the pole length above the point-of-fixity when tested in accordance with ASCE/SEI 48.

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5.1.9.5 Overall length of poles shall be designed and manufactured in incremental lengths of five feet (5'-0").

5.1.9.6 Poles shall be designed for the loads generated from handling and erecting without causing permanent deformation or damage to the pole when handled according to the manufacturer's instructions. Handling and erecting loads shall include but not be limited to, a one (1) point (tilting) pickup and a two (2) point (horizontal) pickup.

5.1.9.7 The maximum design unit stress shall be the minimum yield strength as stated in applicable ASTM specifications for the particular application and types of loads, including load factors.

5.1.9.8 The top of the pole shall be permanently covered with a structural steel plate that is bolted or otherwise permanently attached to the pole. Bolt on top plates shall be shipped in a sealable container with all associated hardware.

5.1.9.9 Pole design and design calculations shall be the responsibility of the manufacturer.

5.1.9.10 Grade and type of steel shall be uniform for each pole section.

5.1.10 Lifting lugs are optional. The manufacturer shall supply all instructions for handling and erection of poles.

5.1.11 In the design of connections for vangs, brackets or stiffeners attached to the pole shaft, care shall be taken to distribute the loads sufficiently to protect the wall of the pole from local buckling.

5.1.12 Each pole shall be permanently marked on the pole shaft sixty-six inches (66") above ground line and on the bottom of base plate or bearing plate with the following identifying information:

- Manufacturer's Identification / Job Number
- Height and Class
- Ultimate Ground Line Moment
- Owner's Name (FAY PWC)
- Date Manufactured

The method of identification shall be approved by the Owner. The lettering shall be at least three-quarters (3/4) inches in height.



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**5.1.13 Grounding Attachments**

5.1.13.1 One (1), two-hole NEMA grounding pad shall be provided on one side of each pole as indicated below:

- a. One foot-six inches (1'-6") below the top of pole to provide a grounding location for the overhead ground wire.
- b. One foot (1'-0") above ground line to provide a pole ground location.
- c. Both grounding pads shall be the same pole face.
- d. A five-eighths (5/8) inch diameter hole shall be provided through the tower wall for each hole in the grounding pad.

5.1.13.2 See Attachment A – Drawing for NEMA Grounding Pad Detail.

5.1.13.3 Grounding pads and threads shall not be painted or covered with other coatings.

5.1.13 Multi-section poles shall be permanently marked as to pole height and pole class to enable identification of appropriate pole section.

5.1.14 Plastic plugs shall be installed in all nuts welded to the structure and all tapped holes. Preformed Line Products plugs or equal are acceptable.

5.1.15 All Pole TOPS with the same pole class shall be interchangeable with all pole BASES of the same pole class. (EXAMPLE: Pole TOPS for 75', 80', 85', 90', and 95' S-04.9 poles shall all be the same. The pole BASES for S-04.9 poles shall vary in length in five (5) foot increments.)

**5.2 Materials**

5.2.1 All materials shall comply with the applicable requirements of ASTM specifications. Any modifications to ASTM specifications must be approved by the Owner's representative prior to bidding.

5.2.2 Poles shall conform to ASTM A36, ASTM A572, ASTM 581, ASTM A588, ASTM A871, or ASTM A595.

5.2.3 Base plate shall conform to ASTM A572, ASTM A588, ASTM A633, or ASTM A595.

5.2.4 Other bolts and nuts shall conform, as applicable, to ASTM A307, ASTM A325, ASTM A354, ASTM A394, or ASTM A687. Locknuts shall be provided for each structure bolt, or American Nut Company (ANCO) type self-locking nuts may be used. Locknuts shall be the galvanized MF or ANCO type.

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5.2.5 Structural plate and weld material shall meet ASCE requirements for Charpy tests.

5.2.6 Steel used for the pole shall have silicon content less than .06 percent.

5.2.7 All steel used must comply with The Build America Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, which established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

**5.3 Fabrication**

5.3.1 All welding shall be in accordance with the American Welding Society Code AWS D1.1, latest edition. Welders shall be qualified in accordance with AWS .1 welding procedures.

5.3.2 One hundred percent (100%) penetration welds shall be required in, but not limited to, the following areas:

- circumferential welds (C-welds) joining structural members,
- longitudinal welds in the female portion of the joint within the slip joint area, plus 6".
- welds at the butt joints of back-up strips,
- base plate to shaft weld,
- longitudinal welds for a minimum length of three inches (3") where there are adjacent C-welds, flange welds, base welds and ends of tubes.

5.3.3 Quality and acceptability of every inch of the full penetration welds shall be determined by visual and ultrasonic inspection.

5.3.4 All other penetration welds shall have sixty percent (60%) minimum penetration. Quality and acceptability of all welds other than full penetration welds shall be determined by visual inspection, supplemented by magnetic particle, ultrasonic or dye penetrant inspection.

5.3.5 All weld back-up strips shall be continuous the full length of the welds. Care shall be exercised in the design of welded connections to avoid areas of high stress concentration which could be subject to fatigue or brittle fractures.

5.3.6 Field welding shall not be permitted except with the Engineer's and Owner's approval and with the manufacturer's direction in repairing a pole.

5.3.7 All parts of the structure shall be neatly finished and free from kinks or twists. All holes, blocks, and clips shall be made with sharp tools and shall be clean-cut without torn or ragged edges.

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5.3.8 Before being laid out or worked in any manner, structural material shall be straight and clean. If straightening is necessary, it shall be done by methods that will not injure the metal.

5.3.9 Shearing and cutting shall be performed carefully and all portions of the work shall be finished neatly. Copes and re-entrant cuts shall be filleted before cutting.

5.3.10 All forming or bending during fabrication shall be done by methods that will prevent embrittlement or loss of strength in the material being worked.

5.3.11 Holes for connection bolts shall be one-sixteenth inch (1/16") larger than the nominal diameter of the bolts. Holes in the flange plates for bolted splices shall be one-eighth inch (1/8") larger than the bolt diameter. The details of all connections and splices shall be subject to the approval of the Owner or his representatives.

5.3.12 Holes in steel plates which are punched must be smooth and cylindrical without excessive tear out or depressions. Any burrs that remain after punching shall be removed by grinding, reaming, etc.

5.3.13 Holes of any diameter may be drilled in plate of any thickness. Care shall be taken to maintain accuracy when drilling stacks of plates.

5.3.14 Holes may be made by use of a machine guided oxygen or plasma torch. Flame cut edges shall be reasonably smooth and suitable for the stresses transmitted to them.

**5.3.15 Tolerances**

Fabrication tolerances shall be as follows:

- a. Length of single piece or flanged poles 3"
- b. Cross section of poles: Diameter of 36" or less +1/4", -1/8". Diameter greater than 36" +1/2", -1/4", circumference of all poles - 0"
- c. Location of hardware with respect to top of pole 2"
- d. Camber 1" per 16" of specified camber
- e. Pole Butt plate perpendicular to pole 1/16" for 12" as measured on a perpendicular axis
- f. Straightness of pole 1/2" from center line
- g. Location of a drilled hole in a piece 1/8"
- h. Spacing between holes: Base plates 1/8", same connection 1/16" (non-accumulative)
- i. Length of overlap of slip joint, +5" - 10% of slip joint length
- j. The overall length of the assembled structure should not be less than six inches (6") and not more than twelve inches (12") of the specified length.

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**5.4 Finishes**

5.4.1 The following finishes are acceptable: galvanizing and below grade coating.

a. Galvanizing – All structures and structural components which are hot-dip galvanized shall meet all the requirements of ASTM A123 or ASTM A153. Measures shall be taken to prevent warping and distortion according to ASTM A384 and to prevent embrittlement according to ASTM A143. Poles made of ASTM A588 steel shall not be galvanized due to the high silicon content of the steel.

b. Coatings for the Embedded Portion of the Pole – When poles are to be directly embedded, a sixteen (16) mil (minimum dry film thickness), two (2) component hydrocarbon extended polyurethane coating that is resistant to ultraviolet light shall be applied on the exposed surface of the embedded portion of the pole. The coating shall extend from the pole butt to three feet (3') above groundline. Other coatings shall be approved by the Owner prior to their use.

5.4.2 Compliance with coating thickness requirements shall be checked with a magnetic thickness gauge.

**5.5 Inspection and Testing**

5.5.1 The Owner and the Owner's designated agents shall have free entry at all times while work is being carried on, to all parts of the manufacturer's plant to inspect any part of the production of the poles covered by this specification.

5.5.2 Steel members which are bent or warped or otherwise improperly fabricated shall be properly repaired or replaced at the manufacturer's expense.

5.5.3 The cost of tests made by the manufacturer (except full scale load tests on poles), including cost of the certified test reports, shall be considered included in the price.

5.5.4 The manufacturer shall make tests in accordance with ASTM A370 and ASTM A673 to verify that the material used in the structures meets the impact properties.

5.5.5 Mill test reports showing chemical and physical properties of all material furnished under this specification shall be maintained by the manufacturer for a period of five (5) years and shall be traceable to the structure.

5.5.6 All plates over one and one-half inch (1-1/2") thick shall be ultrasonically tested to assure against defects which could lead to lamellar tearing.

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5.5.7 Welders or welding operators shall be qualified in accordance with the provisions of AWS D1.1.

5.5.8 The manufacturer shall make certified welding reports for each structure. The reports covering welding shall include all welds of a structure. Each weld shall be clearly identified; and the report shall consist of the method of testing, whether the weld is acceptable, the identification of the structure, the date, and the name and signature of the inspector. Records of welding procedure and welding operator test results shall be kept for six (6) years by the Materialman and shall be available for review by the Engineer or Owner.

**5.6 Shipping**

5.6.1 Each shipment shall be accompanied by a checklist of all parts, identifiable by structure type and number, and shall contain the PWC Stock Code Number and Purchase Order Number. Bolts and miscellaneous hardware will be identified by the list for match up with the respective pole shaft and shall be boxed or bundled. All parts required for any one structure shall be in one (1) shipment, if possible.

5.6.2 The Owner and Owner's representative shall be notified prior to shipment that such shipment is to take place, and they reserve the right to inspect the components prior to shipment. The notification shall give detailed quantities; weight, name of common carrier used, and expected time of arrival with at least two (2) working days' notice of delivery. This notification must occur on a normal working day. Delivery shall be at the site designated between 9:00 a.m. and 12:00 p.m. (Noon), Monday through Thursday, holidays excluded. PWC Warehouse personnel will be notified 24 hours in advance of delivery (910-223-4355)

5.6.3 Poles shall be properly blocked and restrained on open bodied trucks, with minimum 5" space between each pole and from bottom of load to truck bed, to allow access for forklift unloading from the sides. Deliver to PWC's Warehouse. Notify PWC Warehouse personnel (910-223-4355) 48 hours in advance of delivery.

**6.0 INFORMATION TO BE SUPPLIED BY THE MANUFACTURER**

**6.1 Information to be Supplied with the Quotation**

- a. Calculated shipping weight of each pole,
- b. Ultimate ground line reactions (including load factors) of each pole,
- c. Type of material of major components (ASTM number),
- d. Description of pole shaft, including thickness, length, diameter, cross-sectional geometry, and method of joining each shaft component,
- e. Design exceptions.
- f. Manufacturer's standards, physical and mechanical dimensions for all steel pole height and class combinations used in the project being bid on.

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**6.2 Documentation to be Supplied for the Owner's Approval Prior to Fabrication**

Documentation includes final design calculations for pole shaft, base plate, and other appurtenances, including their connections for all structures. The following information shall be supplied:

- a. For the loading cases with load factors, the total shear, axial forces, moments, stresses or stress ratios, moments of inertia furnished, section moduli, cross-sectional areas, deflections w/t's for polygonal and d/t's for round cross sections at all splices, and at least every ten feet (10'-0") along the pole and at five feet (5'-0") from pole top.
- b. For the critical loading case, shear and axial forces, moments, stresses, section moduli.
- c. Anticipated deflections at the top of the pole shall be indicated for each pole for the normal, everyday loading condition of sixty degrees Fahrenheit (60°F), no wind, without load factors.
- d. For all specified loading cases, reactions and ground line moments shall be supplied.
- e. Detail drawings for each structure type giving weights of structure components, dimensions, and bill of materials.
- f. Assembly instructions and erection drawings. Slip joint lengths and allowable tolerances. Special handling instructions.

**6.3 Final Documents shall be supplied to the Owner after erection of all structures and prior to final payment.**

- a. Final Approved Shop Drawings with allowable base reactions.
- b. Final Design Calculations, Signed and Sealed by an Engineer Licensed in the State of NC. (Including Loading Data) both hard copy and electronic PDF.
- c. Original PLS Pole files with the appropriate design modification disclaimers.

**6.4 Test Reports (as requested by Owner)**

- a. Certified mill test reports for all structural material,
- b. Certified welding reports for each structure,
- c. Impact property test reports showing that the material used in the structures meets the impact properties,
- d. Test reports on coating thickness,
- e. Report of structure testing, when required, including photographs, diagrams, load trees, etc.
- f. Material, workmanship, inspection travelers, and material certified mill test reports shall be maintained on file for a minimum of six (6) years by the Materialman and shall be made available to Fayetteville PWC or the Engineer upon request at no charge.

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**7.0 APPROVAL, ACCEPTANCE, AND OWNERSHIP**

7.1 Final designs must be approved by the Engineer or Owner before material ordering and fabrication. Material ordering and fabrication prior to approval will be at supplier's risk. It is understood that award of this contract does not constitute acceptance of design calculations submitted with the bid, if corrections are required in the final structure designs due to manufacturer's errors, omissions, or misinterpretations of the specifications, the quoted price shall not change. Approval of the drawings and calculations by the Engineer does not relieve the supplier of responsibility for the adequacy of the design, correctness of dimensions, details on the drawings, and the proper fit of parts.

7.2 After delivery, the poles will be inspected and shall be free of dirt, oil blisters, flux, black spots, dross, tear-drop edges, flaking paint or zinc; and in general, shall be smooth, attractive, and unscarred. Poles not meeting this requirement shall be repaired or replaced by the fabricator at no additional cost to the Owner.

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TABLE 1 - STEEL POLE STRENGTH REQUIREMENTS

Minimum Ultimate Standard Class Designations for Steel Poles	Horizontal Tip Moment Capacity at 5 ft from Pole Top (Ft. Kips)	Load Applied 2 FT from Pole Top (Lbs.)
S-06.5	50	6500
S-05.7	44	5655
S-04.9	38	4875
S-04.2	32	4160

TABLE 2 - POLE, TUBULAR GALVANIZED STEEL STRUCTURES

PWC STOCK NUMBER	HEIGHT (FT.)	CLASS
<u>1-220-610</u>	<u>45</u>	<u>S-04.2 (H2) LD3</u>
<u>1-220-660</u>	<u>75</u>	<u>S-04.2 (H2) LD3</u>
<u>1-220-665</u>	<u>75</u>	<u>S-04.9 (H3) LD4 Quantity = 225</u>
<u>1-220-667</u>	<u>75</u>	<u>S-05.7 (H4) LD5 Quantity = 75</u>
<u>1-220-670</u>	<u>80</u>	<u>S-04.2 (H2) LD3</u>
<u>1-220-675</u>	<u>80</u>	<u>S-04.9 (H3) LD4 Quantity = 60</u>
<u>1-220-677</u>	<u>80</u>	<u>S-05.7 (H4) LD5 Quantity = 15</u>
<u>1-220-680</u>	<u>85</u>	<u>S-04.9 (H3) LD4</u>
<u>1-220-685</u>	<u>85</u>	<u>S-05.7 (H4) LD5</u>
<u>1-220-690</u>	<u>90</u>	<u>S-04.2 (H2) LD3</u>
<u>1-220-695</u>	<u>90</u>	<u>S-04.9 (H3) LD4</u>
<u>1-220-700</u>	<u>95</u>	<u>S-04.2 (H2) LD3</u>
<u>1-220-705</u>	<u>95</u>	<u>S-04.9 (H3) LD4</u>
<u>1-220-710</u>	<u>100</u>	<u>S-05.7 (H4) LD5</u>
<u>1-220-715</u>	<u>100</u>	<u>S-06.5 (H5) LD6</u>



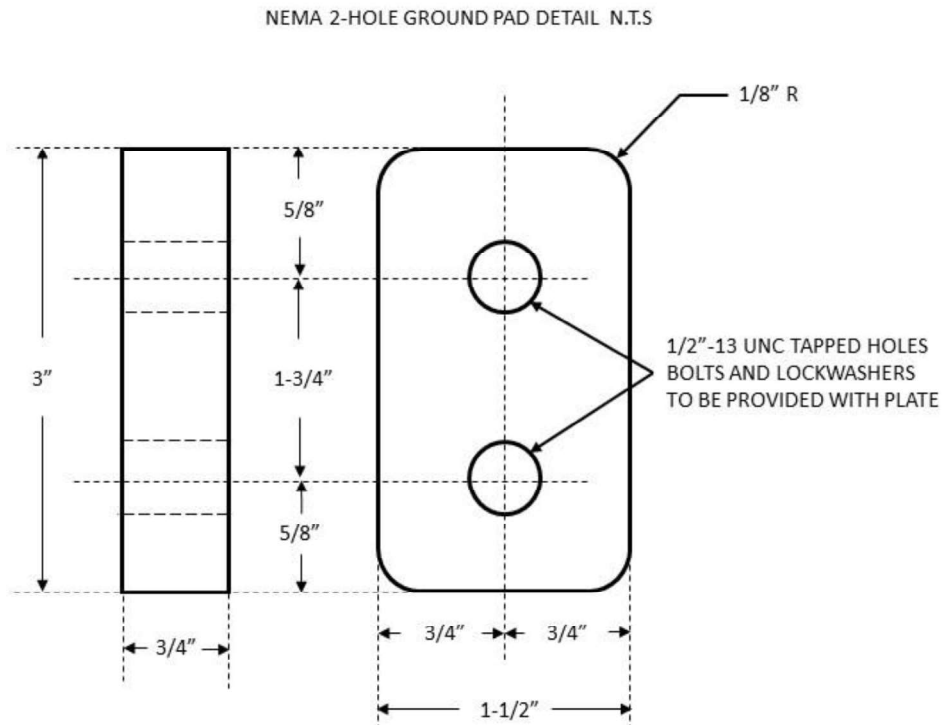
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ATTACHMENT A – 2-HOLE GROUND PAD DETAIL



## 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 Bid Pricing Forms provided herein, or exact copies thereof. Each bidder must sign the Bid Pricing Form and provide the manufacturer's name, lead time, and item number for each line item. Failure to provide a full and complete Bid Pricing Form, including the required signature, manufacturer's name, lead time, and item number, 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:

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1220675	60	E.A.	<b>POLE, TUBULAR GALVANIZED STEEL, 80 FT, S-04.9</b>  Manufacturer: _____  Lead Time: _____	\$	\$
1220677	15	E.A.	<b>POLE, TUBULAR GALVANIZED STEEL, 80', S-05.7</b>  Manufacturer: _____	\$	\$

Company Name: \_\_\_\_\_

			Lead Time: _____		
1220667	75	E.A.	<b>POLE,TUBULAR GALVANIZED STEEL, 75',S-05.7</b>  Manufacturer: _____  Lead Time: _____	\$	\$
1220665	225	E.A.	<b>POLE,TUBULAR GALVANIZED STEEL, 75',S-04.9</b>  Manufacturer: _____  Lead Time: _____	\$	\$

**TOTAL EXTENDED PRICE: \$ \_\_\_\_\_**

## **ATTACHMENT C: EQUAL EMPLOYMENT OPPORTUNITY**

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During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Section of this Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further OWNER Contracts.
- e. The Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for signatures by a CORPORATION):

\_\_\_\_\_  
Corporate Name

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

\_\_\_\_\_  
(Vice) President

(CORPORATE SEAL)

(Use the following form for signatures by and INDIVIDUAL):

BY: \_\_\_\_\_ (Seal)

WITNESS:

\_\_\_\_\_

(ACKNOWLEDGEMENT OF THE ABOVE SIGNATURE MUST BE NOTARIZED USING FORM  
ON FOLLOWING PAGE)

## **ATTACHMENT D: NONDISCRIMINATION CLAUSE**

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It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the basis of age, handicap, race, color, creed, sexual orientation or national origin with reference to the subject matter of this Contract, no matter how remote.

This provision being incorporated for the benefit of Fayetteville Public Works Commission, Fayetteville, North Carolina and its residents may be enforced as set out in said ordinances, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this Contract.

(Use the following form for signatures by a CORPORATION):

\_\_\_\_\_  
Corporate Name

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

BY: \_\_\_\_\_  
(Vice) President

\_\_\_\_\_  
(Printed Name)

BY: \_\_\_\_\_  
(Printed Name)

(Corporate Seal)

(Use the following form for signatures by a PARTNERSHIP or INDIVIDUAL):

BY: \_\_\_\_\_(SEAL)

\_\_\_\_\_  
(Printed Name)

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

## ATTACHMENT E: NON-COLLUSIVE AFFIDAVIT

---

State of \_\_\_\_\_)

)

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

- (1) He is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_ the BIDDER that has  
submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all  
pertinent circumstances respecting such BID;
- (3) Such BID is genuine and is not a collusive or sham BID;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, have in any way colluded, conspired,  
connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit  
a collusive or sham BID in connection with the Contract for which the attached BID has  
been submitted; or to refrain from bidding in connection with such Contract; or have in any  
manner, directly or indirectly, sought by agreement or collusion, or communication, or  
conference with any BIDDER, firm, or person to fix the price or prices in the attached BID  
or of any other BIDDER, or to fix any overhead, profit, or cost elements of the BID price  
or the BID price of any other BIDDER, or to secure through any collusion, conspiracy,  
connivance, or unlawful agreement any advantage against (Recipient), or any person  
interested in the proposed Contract;
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by  
any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER  
or any other of its agents, representatives, owners, employees or parties in interest,  
including this affidavit.

BY \_\_\_\_\_

ITS \_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
END OF AFFIDAVIT

## **ATTACHMENT F: F.T.A. CERTIFICATION REGARDING LOBBYING**

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### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]



The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## **ATTACHMENT G: CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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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

## **ATTACHMENT H: BUILD AMERICA, BUY AMERICA (BABA) GUIDANCE FOR GRIP PROJECTS IN NORTH CAROLINA**

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This guidance summarizes the requirements of the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117–58. BABA mandates that federally funded infrastructure projects use iron, steel, manufactured products, and construction materials produced in the United States. For DOE-funded projects administered through the Grid Resilience and Innovation Partnerships (GRIP) program, compliance with BABA is required.

The U.S. Department of Energy (DOE) provides BABA guidance at: <https://www.energy.gov/management/build-america-buy-america>

Subrecipients and contractors must submit the executed BABA Compliance Certification and any waiver requests with their bid package. Waivers must be requested through NC DEQ for submission to DOE.

### Contents

- 1) Compliance Certification for GRIP Projects
- 2) BABA Waiver Instructions
- 3) Materials Covered by BABA
- 4) Template Compliance Certification for Materials Covered by BABA
- 5) Template De Minimis List

## BUILD AMERICA, BUY AMERICA (BABA) COMPLIANCE CERTIFICATION FOR GRIP PROJECTS

The Primary Participant, \_\_\_\_\_ certifies that contractors performing construction, alteration, or repair under GRIP-funded Project No. \_\_\_\_\_ will comply with the Build America, Buy America Act (Pub. L. 117–58, Div. G, Tit. IX) and use only iron, steel, manufactured products, and construction materials that are produced in the United States, as defined in 2 CFR Part 184 and DOE BABA guidance.

<b>Contractor Representative</b>	<b>Project Applicant/Owner Representative</b>
(print)_____	(print)_____
(sign and date)_____	(sign and date)_____
<b>Company Name</b>	<b>Applicant/Owner Name and Project No.</b>
_____	_____

## **BABA WAIVER INSTRUCTIONS**

BABA allows waivers only in the following cases:

- 1) Application would be inconsistent with the public interest;
- 2) Products are not produced in the U.S. in sufficient and reasonably available quantities and of satisfactory quality; or
- 3) Use of U.S. products would increase the total project cost by more than 25%.

Waiver requests must be submitted to NC DEQ using their waiver application template. NC DEQ will forward completed requests to the U.S. Department of Energy for final determination.

For current DOE guidance and waiver templates, visit:  
<https://www.energy.gov/management/build-america-buy-america>

## **MATERIALS COVERED BY BABA**

Under the Build America, Buy America Act (BABA), iron and steel products, manufactured products, and construction materials must be produced in the United States for all infrastructure projects receiving federal financial assistance, including those funded by the Grid Resilience and Innovation Partnerships (GRIP) program.

The following material categories are covered under BABA when permanently incorporated into the project:

- 1) Iron and Steel Products (e.g., pipe, rebar, manhole covers, flanges, valves, structural steel)
- 2) Manufactured Products (must meet cost-of-components threshold per DOE guidance)
- 3) Construction Materials, including:
  - a) Non-ferrous metals (e.g., copper, aluminum)
  - b) Plastic and polymer-based products (e.g., PVC pipe, geotextiles)
  - c) Glass (e.g., windows, doors, fiber optic cable)
  - d) Lumber and engineered wood products
  - e) Drywall and gypsum board
  - f) Composite building materials
  - g) Other materials as designated by DOE

Mechanical and electrical equipment, systems, and components are not considered 'construction materials' for purposes of BABA unless otherwise specified by DOE. Refer to the latest DOE guidance for details.

## TEMPLATE COMPLIANCE CERTIFICATION FOR MATERIALS COVERED BY BABA

Company Name:

Company Address:

GRIP Project Name and Project Number:

I \_\_\_\_\_, certify that the following products were produced at the following location or steps in the production of the listed products, occurred at the following location:

Location:

<u>Product</u>	<u>Step in production (Final production, melting, bending, etc.)</u>
----------------	--

1)

2)

3)

Therefore, these materials are “produced in the United States.”

\_\_\_\_\_  
(signature and title of company representative)

\_\_\_\_\_  
(date)

## TEMPLATE DE MINIMIS LIST FOR BABA COMPLIANCE

**GRIP Project Name and Number:** \_\_\_\_\_

**Prime Contractor:** \_\_\_\_\_

**Subcontractor (if applicable):** \_\_\_\_\_

In accordance with DOE guidance under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA), the following items are proposed for treatment as de minimis for this project. The total cost of these items is expected to be below the 5% de minimis threshold of the total iron, steel, manufactured products, and construction materials cost permanently incorporated into the project.

Item Description	Estimated Cost	Justification (e.g., incidental use, not cost-effective to track origin)

**Total Estimated De Minimis Value:** \$ \_\_\_\_\_

**Total Covered Material Value:** \$ \_\_\_\_\_

**% of De Minimis Items:** \_\_\_\_\_% (must not exceed 5%)

The undersigned certifies that the items listed above are consistent with DOE's de minimis policy and that reasonable efforts were made to source covered materials in compliance with BABA.

**Submitted by:**

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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



# PWC At a Glance



## Customers



- In operation since 1905 (117 years)
- Provide Electric, Water and Wastewater Services
- Total Customers: 119,788
- Number of Services: 284,395
  - Electric: 82,376
  - Water: 90,548
  - Wastewater: 90,226
- Customers with 2+ services: 75%
- Annual Customer Turnover: 20-25%

## Customer Service



- Annual Customer Contacts: 444,622
- Average Monthly Calls: 30,468
- Annual Bills Generated: 1.4 Million
- Customer Incentive Programs: 13
- Annual Water Leak Notifications: 22,476 (19.4 million gal)

## Employees



- Number of Employees: 622
- Average Tenure of Employees: 10.33 years
- Average Age: 44.77
- Annual Turnover: 9.6%\*
- Annual Hours Worked: 1.3 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: 115 Sq. Miles
- Wastewater Service Area: 108 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: 99.97%
- Electric Distribution Substations: 32
- Distribution Lines: 1,351 miles
- Transmission Lines: 123 miles
- Streetlights/Area Lights: 37,580

## Water/Wastewater Operations



- Population Served: 225,000
- Drinking Water Treated: 10.6 Billion Gallons/Year
- 100% Compliant for all EPA Drinking Water Standards
- Daily Water Treatment Capacity: 57.5 MG/Day
- Daily Wastewater Treatment Capacity: 46 MG/Day
- Water/Wastewater Infrastructure: 2,772 miles
- Hydrants: 8,423
- Sanitary Sewer Lift Stations: 78
- Manholes: 32,855

## Financial



- Annual Operating Budget: \$397.5 Million
- Total Assets: \$1.5 Billion
- Bond Rating: Aa2 (Moody's), AA (Standard & Poor) AA (Fitch)
- Annual Local Purchases: \$9.4 Million
- Operations & Maintenance Expenses per Customer: \$505 (\$557 National Median)
- Annual Cash Contributions to City of Fayetteville in Lieu of Taxes: \$12.4 Million
- Annual Streetlight Services: \$3.9 Million
- Annual Annexation Construction Costs: \$5.9 Million
- Total Annual Contributions to City of Fayetteville: \$24.1 Million

## SALE OF GOODS AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

certified statement at warehouse stock prices and amount of County of Use Tax charged to PWC and paid by Provider;

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

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

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

11. Insurance. During the term of this Agreement and for a period of three (3) years after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate and umbrella liability in a sum no less than \$5,000,000, which insurance shall be placed with insurance companies authorized to do business in the State of North Carolina and rated A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved in writing by PWC. Prior to delivering any Goods, Seller shall deliver to PWC

certificates of insurance confirming each such coverage, and Seller shall direct its insurers to provide annually to PWC certificates confirming each such coverage during the coverage period. PWC shall be named as an additional insured in the insurance policy. Seller shall not reduce or allow the required insurance coverages to lapse without PWC's prior written approval. All policies for insurance must be endorsed to contain a provision giving PWC a thirty (30) calendar day prior written notice by certified mail of any cancellation of that policy or material reduction in coverage. Should a notice of cancellation be issued for non-payment of premiums or any part thereof, or should Seller fail to provide and maintain certificates as set forth herein, PWC shall have the right, but not the obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or become due to Seller, or to seek reimbursement for said payments from Seller. Any such sums paid by PWC shall be due and payable immediately by Seller upon notice from PWC. The insurance provisions of this Agreement shall not be construed as a limitation on Seller's responsibilities and liabilities pursuant to the terms and conditions of this Agreement.

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

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

To PWC:

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

To Seller:

[INSERT MAILING ADDRESS]

14. Compliance. Seller hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law

and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Seller further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Seller hereby pledges, attests, and warrants through execution of this Agreement that Seller complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that all subcontractors currently employed by or subsequently hired by Seller to provide services for PWC shall comply with all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement. Seller hereby further acknowledges that the execution and delivery of this Agreement constitutes Seller's certification to PWC and to the North Carolina State Treasurer that, as of the Effective Date, Seller is not listed on (a) the Final Divestment List created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Chapter 147, Article 6E of the General Statutes of North Carolina (the "Iran Divestment Act"); or (b) the list of companies that the North Carolina State Treasurer determines to be engaged in a boycott of Israel in accordance with Article 6G of Chapter 147 of the General Statutes of North Carolina. Seller represents and warrants to Commission that Seller, and all persons and entities owning (directly or indirectly) an ownership interest in it: (i) are not, and will not become, a person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (ii) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (i) above. Seller also shall at all times during the term of this Agreement comply with Executive Order 11246, including but not limited to the Equal Opportunity Clause requirements set forth in 41 C.F.R. § 60-1.4. Seller shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a) prohibiting discrimination against qualified individuals on the basis of protected veteran status or disability and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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

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

any other portion or provision of this Agreement. Any invalid, illegal, or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal, or unenforceable; provided, however, severability shall not prevent this entire Agreement from being void in the event any portion or provision of this Agreement that is of the essence of this Agreement shall be void. This is the entire agreement of the Parties on the subject matter hereof, and all prior negotiations, representations, proposals, letters, agreements, understandings, or other communications between the Parties, whether written or oral, are hereby merged into the Agreement and superseded by this Agreement. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both Parties. Nothing herein shall be construed to give any right or benefits hereunder to anyone other than the Parties. This Agreement shall be governed by the laws of the State of North Carolina without the application of the laws of any other state. The exclusive venue for all mediations and litigation and any other legal proceedings regarding this Agreement shall be the State and Federal Courts serving Cumberland County, North Carolina, and Seller consents to personal jurisdiction in such courts. Seller irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court serving Cumberland County or that any such suit, action or proceeding brought in any such court serving Cumberland County has been brought in an inconvenient forum. This Agreement may be executed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy or scanned copy or photocopy of a party's signature shall be sufficient to bind such party. This Agreement shall be subject to execution by electronic means in accordance with Article 40 of Chapter 66 of the North Carolina General Statutes. The titles of the paragraphs throughout this Agreement are for convenience only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this instrument.

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

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

Fayetteville Public Works Commission

[INSERT SELLER'S FULL LEGAL NAME]

By: \_\_\_\_\_  
Timothy Bryant, CEO/General Manager

By: \_\_\_\_\_  
(Printed Name) (Title)

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

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

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

By: \_\_\_\_\_  
Rhonda Haskins, Chief Financial Officer

Approved as to form:

\_\_\_\_\_  
Legal Dept.

SAMPLE



## **ATTACHMENT K: FEDERAL UG AND GRIP GRANT PROVISIONS**

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### **Exhibit B**

#### **FEDERAL UNIFORM GUIDANCE AND GRANT CONTRACT PROVISIONS**

To the extent required by law, the following federal contract provisions required under the Uniform Guidance (2 C.F.R. §200.327 and 2 C.F.R. Part 200, Appendix II) apply to the Agreement. Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Agreement. In the event of a conflict between this Exhibit and the terms of the main body of the Agreement or any other exhibit or appendix, the terms of this Exhibit shall govern. For the purposes of this Exhibit B, the term “Owner” refers to Fayetteville Public Works Commission. References to “contractor” are to the Contractor or Provider under the Agreement, as applicable.

#### **1. Clean Air Act and the Federal Water Pollution Control Act.**

##### **Clean Air Act**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

##### **Federal Water Pollution Control Act**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

## 2. Debarment and Suspension.

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Fayetteville Public Works Commission. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Fayetteville Public Works Commission, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

## 3. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## 4. Procurement of Recovered Materials.

- (1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the Agreement's performance schedule;
- (ii) Meeting the Agreement's performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

#### 5. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials,

software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 ([50 U.S.C. 4817](#)).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

*(b) Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

*(c) Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or

interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

## **6. Domestic Preferences for Procurements.**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

“Produced in the United States” means, for iron and steel products, that all manufacturing

processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### 7. Additional U.S. Department of Energy (DOE) Grant Requirements

This Contract is federally funded under the DOE GRIP Program administered by NC DEQ. The following provisions apply in addition to Sections 1–10 above:

##### (a) Build America, Buy America Act (BABA)

Contractor shall comply with the Build America, Buy America Act (Pub. L. No. 117–58, §§ 70901–70953), including U.S.-origin requirements for iron, steel, manufactured products, and construction materials. Certification of compliance shall be required. (See also 2 CFR Part 184 and 2 CFR Part 200.322)

##### (b) System for Award Management (SAM) Registration

Contractor shall maintain active registration in SAM.gov with a valid Unique Entity ID (UEI) throughout the contract. (2 CFR 25.200)

##### (c) Prohibition on Certain Telecommunications and Video Surveillance Equipment

Contractor shall comply with 2 CFR 200.216, and shall not provide or use covered telecommunications equipment or services (e.g., Huawei, ZTE, Hikvision, Dahua, Hytera).

##### (d) Foreign Talent Programs / Conflict of Interest

Contractor shall not participate in any foreign government-sponsored talent recruitment programs prohibited by DOE Order 486.1A. Any potential conflicts of interest or foreign affiliations must be disclosed and managed consistent with DOE and NC DEQ policy. (2 CFR 910.130)

##### (e) Domestic Performance Requirement

Except as otherwise authorized by the DOE, all direct labor must be performed within the United States. (2 CFR 910.362)

##### (f) Record Access and Retention

Contractor shall retain all records pertinent to this Contract for three (3) years after final payment, and shall make such records available to PWC, NC DEQ, DOE, or the U.S. Comptroller General upon request. (2 CFR 200.334–.338)

##### (g) Required Reporting and Cooperation

Contractor shall provide documentation and respond to requests necessary for Owner's compliance with DOE or NC DEQ reporting requirements, including but not limited to domestic sourcing, DBE/WBE/HUB utilization, payroll certifications, and other documentation.

**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](mailto:EIProgram@faypwc.com)

NCDOT DBE Directory: [www.ebs.nc.gov/VendorDirectory](http://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.

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Contractor

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Signature

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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:**

<b>Points</b>		
<i>Total Available GFE Points: 155</i>		<i>Minimum Number GFE Points <b>Required: 50</b></i>
	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.
<b>Total GFE Points (Claimed by Bidder):</b>		<b>Total GFE Points (Assessed by PWC):</b>

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_ Notary Public

My commission expires \_\_\_\_\_

**Affidavit B: Intent to Perform Contract with Own Workforce**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

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

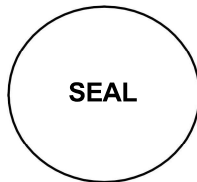
\_\_\_\_\_  
(Name of Project)

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

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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**Affidavit C: Percentage of MWDBE Participation**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

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

\$ \_\_\_\_\_  
(Dollar Amount of Total Bid)

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

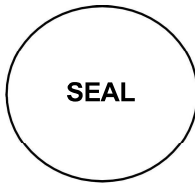
<u>Name, Address, &amp; Phone No.</u>	<u>*MWDBE Category</u>	<u>NAICS</u>	<u>Dollar Value</u>	<u>% of Contract</u>

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

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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**Affidavit D: Good Faith Efforts**

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

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

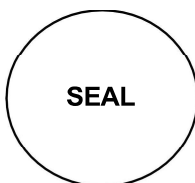
\*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

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

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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**Affidavit E: Identification of MWDBE/Local Participation**


---

 (Name of Bidder)

**I hereby certify that on contract:**


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 (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.

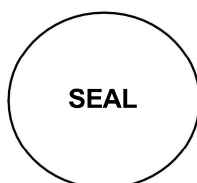
<b><u>Name, Address, &amp; Phone No.</u></b>	<b><u>*MWDBE Category / **Local</u></b>	<b><u>NAICS</u></b>	<b><u>Dollar Value</u></b>

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

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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## FAYETTEVILLE PUBLIC WORKS COMMISSION MWDBE ADD / CHANGE FORM

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

**For MWDBE Change Request, please provide all information below:**

Prime Contractor: \_\_\_\_\_

Subcontracted Work: \_\_\_\_\_

Previous Subcontractor: \_\_\_\_\_

Reason this for change request:

\_\_\_\_\_

New Subcontractor: \_\_\_\_\_ MWDBE Category: \_\_\_\_\_

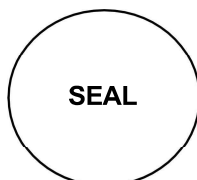
**To Add MWDBE Subcontractor/Subcontracted work:**

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

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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



**SMALL LOCAL SUPPLIER / 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 N: BID SUBMITTAL CHECKLIST**

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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. Descriptive Literature (Attachment A)
- ☐ 4. Deviations, if applicable (Attachment A)
- ☐ 5. Attachment B Company Information (completed and signed)
- ☐ 6. Attachment B Manufacturer Information (provided)
- ☐ 7. Attachment B Part Number Information (provided)
- ☐ 8. Attachment B Lead Time Information (provided)
- ☐ 9. Attachment B Unit Price Information (provided)
- ☐ 10. Attachment C (completed and signed)
- ☐ 11. Attachment D (completed and signed)
- ☐ 12. Attachment E (completed and signed)
- ☐ 13. Attachment F (completed and signed)
- ☐ 14. Attachment G (completed and signed) or Explanation (provided)
- ☐ 15. Attachment H (completed and signed)
- ☐ 16. MWDBE Affidavit A or Affidavit B (completed and notarized)
- ☐ 17. MWDBE Affidavit E (completed and notarized)
- ☐ 18. Addendum 1, if applicable (acknowledged and signed)
- ☐ 19. Addendum 2, if applicable (acknowledged and signed)
- ☐ 20. Addendum 3, if applicable (acknowledged and signed)
- ☐ 21. Addendum 4, if applicable (acknowledged and signed)