



INVITATION FOR BID

PWC2526020

SRF-D-EC-0003 & SRF-D-2052

**P.O. Hoffer & Glenville Lake Water Treatment Facilities
Granular Activated Carbon Media Procurement**

**Date of Issue: August 20, 2025
Date of Opening: September 23, 2005
2:30 P.M.**

Direct all inquiries concerning this IFB to:

**Shelby Lesane
Procurement Advisor II
procurement@faypwc.com**

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**ADVERTISEMENT FOR BID
FAYETTEVILLE PUBLIC WORKS COMMISSION
P.O. HOFFER & GLENVILLE LAKE WATER TREATMENT FACILITIES GRANULAR
ACTIVATED CARBON MEDIA PROCUREMENT**

**Cumberland County
North Carolina**

Pursuant to N.C.G.S 143-129, sealed Bids are solicited and will be received at Fayetteville Public Works Commission, Administration Building, Procurement Department/Conference Room 107, 955 Old Wilmington Road, Fayetteville, NC 28301, until **2:30 p.m., EST Tuesday, September 23, 2025**, at which time they will be publicly opened and read.

The purpose of this procurement is to obtain granular activated carbon (GAC) media for use in the water treatment process. The supplier will provide all necessary labor, materials, and equipment to install and place the GAC media into satisfactory operation within the gravity contactors constructed under the associated project contract. This procurement ensures that the new treatment infrastructure is fully equipped and operational to meet performance and water quality requirements.

Enclosed are the Instructions to Bidders, Detailed Specifications, and Bid Pricing Form. Bidders must submit the completed Bid Pricing Form, References, Attachment B, Attachment C, MWDBE Affidavit A or B, MWDBE Affidavit E, and any required addendum acknowledgments. Submissions must be made using the provided forms or exact copies thereof, as specified in the bid documents.

Questions regarding this bid must be submitted in writing to the attention of **Shelby Lesane**, at procurement@faypwc.com no later than **5:00 p.m., EST Thursday August 28, 2025**, in order to be considered for a response.

PWC has received financial assistance under the Drinking Water/Wastewater State Reserve Program (SRP).. These programs include provisions that establish goals and other requirements relating to participation by certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE), and any additional compliance requirements as applicable. The Bidder to whom the contract is awarded shall comply with all statutory and regulatory requirements of these provisions as specified within the contract documents. HUB Certified contractors are encouraged to submit a bid for this project. All bidders are notified that the requirements of the SRP program for participation by certified Minority and Women Business Enterprises in Construction, Procurement, and Professional Services shall be adhered to in the submission of all bids and shall be made a part of this contract.

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: PWC 2526020 P.O. HOFFER & GLENVILLE LAKE WATER TREATMENT FACILITIES GRANULAR ACTIVATED CARBON MEDIA PROCUREMENT** and shall indicate the name, and address of the bidder. Late bids will not be considered.

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
 P.O. HOFFER & GLENVILLE LAKE WATER TREATMENT FACILITIES GRANULAR
 ACTIVATED CARBON MEDIA PROCUREMENT**

PURPOSE AND BACKGROUND

The purpose of this procurement is to obtain granular activated carbon (GAC) media for use in the water treatment process. The supplier will provide all necessary labor, materials, and equipment to install and place the GAC media into satisfactory operation within the gravity contactors constructed under the associated project contract. This procurement ensures that the new treatment infrastructure is fully equipped and operational to meet performance and water quality requirements.

OBJECTIVE OF THE REQUEST

It is the intent of this bid invitation to obtain pricing for **P.O. HOFFER & GLENVILLE LAKE WATER TREATMENT FACILITIES GRANULAR ACTIVATED CARBON MEDIA PROCUREMENT** 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	Thursday, August 28, 2025 @ 5:00 pm
Provide Response to Questions	PWC	Thursday, September 4, 2025 @ 5:00 pm
Submit IFB	Bidders	Tuesday, September 23, 2025 @2:30 pm
Target Commission Date	PWC	Wednesday, October 8, 2025
Target Council Date	PWC	Monday, October 20, 2025
Award /Sale of Goods Agreement	PWC	October 31, 2025

QUESTIONS

Written questions shall be e-mailed to procurement@faypwc.com by the date and time specified in the IFB schedule. Bidders will enter “IFB **PWC2526020** – Questions” as the subject of the email.

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

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

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

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

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

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

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

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

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

- 1) Attending pre-bid meetings scheduled by the department;
- 2) Identifying selected specific items of the project which could be executed by a MWDBE;
- 3) Soliciting MWDBE service provider participation in a reasonable time before the proposals are due through advertisements in circulation media, trade publications, and minority-focused media;
- 4) Contacting local firms, firms owned by minorities or women, and associations or business development centers which disseminate information to local businesses and businesses owned by minorities or women in a timely manner to allow sufficient time for MWDBEs to respond;
- 5) Following up on initial solicitations of interest by contacting the MWDBE to determine whether the MWDBE was interested in performing specific items of the project;
- 6) Attempting to enter into joint venture or partnership arrangements with MWDBEs and provide interested MWDBEs with information about the requirements for the project;

- 7) Providing assistance to MWDBEs in the review of proposals and work to be done by sub-service providers;
- 8) Using available directories of certified MWDBEs and other available resources;
- 9) Ensuring that the proposer negotiated in good faith with the MWDBE and did not unjustifiably reject as unsatisfactory quotes prepared by any Minority, Women, or Disadvantaged Business Enterprise;
- 10) Making every effort to obtain Minority, Women, or Disadvantaged Business Enterprise participation that could reasonably be expected to produce a level of participation sufficient to meet the goals of PWC; and
- 11) Providing interested minority, women, and disadvantaged businesses with information relative to project requirements

VENDOR REGISTRATION VIA ISUPPLIER

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

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

SUBMISSION INSTRUCTIONS

- 1) Bids should be complete and carefully worded and should convey all the information requested in the IFB. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the requirements of the IFB. Emphasis should be on completeness and clarity of content. If the bid includes any comment over and above the specific information requested in the IFB, the bidder should include this information as a separate appendix to its bid. Bids that include clarifications or modifications to any of the IFB's contractual requirements, or a bidder's standard terms and conditions, may be deemed non-responsive and not considered for award at PWC's discretion.
- 2) Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the IFB. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration. PWC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of a Sale of Goods Agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reasons for PWC's action.
- 3) Bids may be withdrawn by the bidder only in writing and if receipt of such withdrawal is acknowledged by PWC prior to the time for the bid submittal deadline identified in the Advertisement for Bidders (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the bidder's letterhead and signed by an official of the bidder

duly authorized to make such request. Any withdrawal request made after the bid submittal deadline shall be allowed only if the price bid was based upon a mistake that constituted a substantial error, provided the bid was submitted in good faith, and then only pursuant to the terms of N.C.G.S. § 143-129.1.

- 4) Bids must be submitted in an envelope clearly marked with “**IFB: PWC2526020 - P.O. HOFFER & GLENVILLE LAKE WATER TREATMENT FACILITIES GRANULAR ACTIVATED CARBON MEDIA PROCUREMENT** ” 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. Late bids will not be considered.
- 5) Bids will be examined promptly after the due date and an award will be made at the earliest possible date. Bids must be held firm for PWC for a period of sixty (60) days after the bid due date. A purchase order will be issued to the awarded bidder.
- 6) Bidders shall submit bids only on the Bid Pricing Forms provided herein, or exact copies thereof (**See Attachment B – Bid Pricing Form**). Failure to provide full and complete Bid Pricing Forms using the form provided herein will result in a bid being deemed non-responsive.
- 7) All bids must be signed by an authorized official of the bidder. Bids may be rejected for any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.
- 8) Do not submit alternate bids unless specifically called for on the Bid Pricing Forms.

QUANTITIES AND PRICING

- 1) Media resupply quantities listed are estimates. Actual media resupply quantities required will be dependent on incoming water quality and treated water flow. PWC does not guarantee a minimum or maximum quantity of media to be purchased for resupply following the exhaustion of initially purchased media.
- 2) All bidders are advised to include all costs incurred by the bidder in delivering the **Granular Activated Carbon (GAC)** to the **PWC P.O. Hoffer & Glenville Lake Water Treatment Facilities** in their bid submittal. The invoice submitted for payment shall not reflect any other costs (fuel surcharge, toll, etc.). PWC is not tax-exempt.

EVALUATION AND AWARD

- 1) An award of a contract is subject to the approval by the Board of Commissioners of PWC and the Fayetteville, North Carolina City Council.
- 2) PWC reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Bidder prior to award, and during the Sale of Goods Agreement term,

as PWC deems necessary to determine that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Sale of Goods Agreement.

- 3) PWC reserves the right to request additional information from bidders to aid in the evaluation process. This information may include but is not limited to, financial statements, a reference list of contracts of similar size, etc.
- 4) PWC reserves the right to make a single award for all items or may award separate contracts to multiple bidders for various items to the lowest responsive, responsible bidder or bidders, taking into consideration product quality, performance to PWC, and conformity with the specifications in these bid documents. PWC may also consider, among other things, the Bidder's past performance conduct on other contracts, and other information as PWC deems necessary to assist in the evaluation of any bid.
- 5) **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.**
- 6) The Sale of Goods Agreement will have an initial one (1) year, commencing on or about October 31, 2025. If the project units are not purchased within the initial term, the Agreement may be extended for two (2) additional one (1) year terms through a written amendment executed by both parties to allow completion of the remaining purchases.
- 7) 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.
- 8) The successful bidder must promptly notify PWC in writing of any legal actions, investigations, or issues arising during the agreement period that may impact their ability to perform their obligations under the agreement. Failure to provide timely notification may result in termination of the agreement. As outlined in Attachment C: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, the successful bidder must also certify that no such legal impediments exist at the time of bid submission. If circumstances change after submission or during the agreement period, the bidder is required to immediately inform PWC, providing full details of the situation.

DELIVERY AND PAYMENT

- 1) Delivery to be made shall be inclusive of all materials and services (storage, handling, delivery, installation, removal, and reactivation as applicable to Public Works Commission GAC Facilities.
- 2) 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.

TRANSITION ASSISTANCE

- 1) If a PWC Sale of Goods Agreement results from this solicitation, and said Agreement is not renewed at the end of the then current term or is terminated prior to its expiration for any reason, at the option of PWC, Bidder shall provide transition assistance to PWC for up to six (6) months following termination or expiration of the Agreement to allow for the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to PWC or its designees. If PWC exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Agreement (notwithstanding this expiration or cancellation), except for those Agreement terms or conditions that do not reasonably apply to such transition assistance. PWC shall agree to pay the Bidder for any resources utilized in performing such transition assistance at the most current rates provided by the Bidder for performance of the Services or other resources utilized. Upon request of PWC, Bidder agrees to deliver an amendment to the Agreement in form and substance reasonably acceptable to the parties memorializing the extension of the term as contemplated above.

**Public Works Commission
of the
City of Fayetteville, North Carolina**



**TECHNICAL SPECIFICATIONS
FOR
P.O. Hoffer and Glenville Lake Water Treatment Facilities
Granular Activated Carbon Media Procurement
August 2025**

Professional Engineer Certifications



Jared M. Hostetler, PE

License No. 048542

Jared M. Hostetler
Digitally signed by
Jared M. Hostetler
Date: 2025.07.31
11:20:13-04'00'



D. Cory Hopkins, PE

License No. 031433

D. Cory Hopkins
Digitally signed by
D. Cory Hopkins
Date: 2025.07.31
11:42:24-04'00'

SECTION 43 31 13.13
GAC ADSORPTION SYSTEM MEDIA

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. This specification covers Granular Activated Carbon (GAC) for use as an adsorption media of per- and polyfluorinated contaminants in drinking water applications.
- B. The Supplier shall provide all labor, material, and equipment required to furnish, install, and place into satisfactory operation the GAC media in gravity contactors as shown on the Drawings and as specified herein.
- C. **The GAC media for this project shall be pre-selected with a bid allowance included in the Contract Documents. The basis of award shall be the best value to the Owner over the duration of the media supply contract, which shall extend for a duration of 36 months from the initial media installation.**
- D. **Unit bid prices provided by the Supplier shall be inclusive of all materials and services (storage, handling, delivery, installation, removal, and reactivation as applicable), including the required analytical costs associated with sample analyses defined herein.**
- E. The pre-selected GAC media Supplier shall be responsible for the following:
 - 1. Deliver virgin GAC media to the newly constructed GAC Facilities and install it within each contactor.
 - 2. Remove spent media and transport it for custom reactivation or ultimate disposal.
 - 3. For resupply, furnish virgin (BASE BID) or custom reactivated GAC media (ALTERNATE BID) and install the media as specified herein.
- F. The Contractor will be responsible for operation of the newly constructed GAC Facilities during installation of the virgin media and prior to system commissioning. The Owner will be responsible for operation of the GAC Facilities during subsequent media changeout activities.
- G. The GAC contactors are dimensioned with the resulting volume of GAC media as specified herein. The listed depth of media represents the final condition after installation, backwashing, and any scraping to remove fines. Excess media shall be installed to allow for scraping and for voidage changes.
- H. Any material used in the treatment of Public Water Supplies shall meet and demonstrate conformance to all requirements for potable water usage as established by the North

Carolina Department of Environmental Quality. All such products must conform to the requirements of the Safe Drinking Water Act and American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61.

1.02 REFERENCES

- A. ANSI – American National Standards Institute
- B. NIOSH – National Institute for Occupational Safety and Health
- C. AWWA – American Water Works Association Standards
 - 1. B100 – Granular Filter Material
 - 2. B604 – Granular Activated Carbon
 - 3. B605 - Reactivation of Granular Activated Carbon
- D. NSF – Standard 61 – Requirements for GAC Media
- E. ASTM – American Society for Testing and Materials
 - 1. D2854 – Standard Test Method for Apparent Density of Activated Carbon
 - 2. D2862 – Standard Test Method for Particle Size Distribution of Granular Activated Carbon
 - 3. D2867 – Standard Test Methods for Moisture in Activated Carbon
 - 4. D4607 – Standard Test Method for Determination of Iodine Number of Activated Carbon
 - 5. D6781 – Standard Guide for Carbon Reactivation
- F. ISO - International Organization for Standardization
 - 1. ISO 9277 - Determination of the specific surface area of solids by gas adsorption — BET method
- G. All media shall be installed in accordance with the Supplier's instructions and recommendations.

1.03 SUBMITTALS

- A. The following items shall be submitted with the Supplier's proposal:
 - 1. Supplier's name, carbon manufacturing location and address, capacity of the manufacturing facility, source of coal, agglomeration/thermal process, and product name and numbers shall be submitted.

2. Supplier's standard product data, including Material Safety Data Sheet (MSDS).
3. Media specifications, including gradation analysis, source of materials, details on the reagglomeration/thermal process, and installation instructions.
4. Data on clean bed, forward-flow headloss and expansion during backwash as a function of flow rate and at three different temperatures (e.g., 5°C, 15°C, and 25°C).
 - a. Media expansion data shall be expressed as a percentage of bed depth versus backwash flow rate (gpm per square foot of contactor surface area).
5. Documentation of ANSI/NSF 61 certification for the furnished media from an ANSI-approved certifying organization.
6. Notarized affidavit of compliance for the media stating GAC furnished complies with this Section as well as the applicable provisions of the latest revision of AWWA Standard B604 or B605, as applicable.
7. Valid ISO 9001:2015 certification for the plant of manufacture of the GAC media.
8. Certification that the Supplier will be onsite within 30 calendar days of order placement by the Owner, for removal of spent GAC media and subsequent and immediate delivery of GAC media inclusive of installation services as specified herein.
9. Municipal references
 - a. BASE BID: The Supplier of the virgin GAC media specified herein shall demonstrate a history of supplying ANSI/NSF 61 certified virgin GAC media for installation at municipal drinking water systems in North America. The Supplier shall provide a minimum of three (3) references from municipal drinking water systems for installations of similar size and use.
 - b. ALTERNATE BID: The Supplier of the custom reactivated GAC media shall demonstrate a minimum of five (5) years of reactivation experience and five (5) years of supplying GAC to municipal drinking water systems in North America. The material submitted under this bid item will be an ANSI/NSF 61 certified potable custom reactivated GAC.
10. Information on the US BLS Producer Price Index/Indices and proposed methodology that will be used to support future price adjustments. Price adjustments are subject to the following stipulations:
 - a. Price adjustments will occur no more frequently than annually. Annual increases are limited to a maximum of 10% and annual decreases are limited to a maximum of 3%. No amounts in excess of these limits (either increases or decreases) shall be carried over to subsequent years.

Regardless of any annual fee adjustment calculation, unit prices will at no time be reduced below the initial bid prices as defined herein.

- B. The following items shall be submitted during the shop drawing submittal review phase of the GAC Facilities construction project:
1. Complete description of sufficient detail to permit an item-by-item comparison with this Section.
 2. Bill of material, including volumes.
 3. Documentation regarding delivery trailer unloading procedures, information on trailer materials used that come into contact with the GAC media, confirmation that these materials are U.S. Food and Drug Administration approved, and confirmation that the trailers are dedicated to the transport of potable grade GAC filter media.
 4. GAC media testing results as specified herein.

PART 2 – PRODUCTS

2.01 ACCEPTABLE SUPPLIERS

- A. GAC media provided shall be one of the following:
1. Filtrasorb 400 as furnished by Calgon;
 2. GAC 400 as furnished by Norit; or
 3. CarbPure GAC 1240 as furnished by Arq.

No other media products shall be acceptable.

- B. The material covered by this Specification is intended to be a standard product of proven reliability and manufactured by reputable Suppliers having experience in the production of such products. The materials furnished shall be designed, manufactured, and installed in accordance with the best practices and methods and shall operate satisfactorily when installed as specified herein, shown on the Drawings, and per the Supplier's recommendations.
- C. The Owner reserves the right to sample and test the installed media in order to ensure quality and longevity. At the Owner's discretion and expense but within six (6) months of placing the GAC contactors into service and backwashing at regular intervals in accordance with the Supplier's recommendations, additional samples of the installed and backwashed media may be collected in accordance with AWWA B604 and analyzed by an independent laboratory as described elsewhere herein and within AWWA B100, B604, and B605, as applicable. Any media that is not in compliance with the

requirements of this Specification Section for Effective Size ($\pm 5\%$) and Uniformity Coefficient ($\pm 5\%$) shall be removed and replaced by the Supplier at no additional cost to the Owner.

- D. All GAC supplied under this contract shall be manufactured by the same company. GAC from multiple Suppliers will not be acceptable. GAC media under this Section shall be the product of a firm regularly engaged in supplying this type of material.

2.02 GAC MEDIA

- A. The GAC media shall be placed inside the gravity contactors in a uniform manner as specified herein and as shown on the Drawings.
- B. Facility Information

	P.O. Hoffer WTF	Glenville Lake WTF
Number of gravity contactors	12	10
Number of cells per contactor	1	2
Cell interior dimensions	30'-0" length 17'-9" width	18'-0" length 11'-3" width
Media depth	10'-6"	11'-0"
Volume of media per contactor	5,591 cf	4,455 cf
Total volume of GAC media	67,095 cf	44,550 cf

- C. GAC Product Specifications

	Virgin Media (INITIAL INSTALLATION AND RESUPPLY BASE BID)	Custom Reactivated Media (RESUPPLY ALTERNATE BID)
Iodine Number	1000 mg/g (min.)	800 mg/g (min.)
Typical Apparent Density	0.48 - 0.55 g/cc	≥95% of virgin value in accordance with AWWA B604/B605
Typical Backwashed and Drained	0.425 g/cc (min.)	≥95% of virgin value in accordance with AWWA B604/B605
Cumulative DFT Pore Volume up to 500Å ^a	Report in units of cc/g	Report in units of cc/g
Moisture (% by wt.)	2% (max.)	8% (max.)
Effective Size	0.55 – 0.75 mm	0.55 – 0.75 mm
Uniformity Coefficient	<1.9	<2.1
Abrasion No. (ROTAP)	75 (min.)	75 (min.)
BET Surface Area via ISO 9277 ^a	Report in units of m ² /g	Report in units of m ² /g
Water-Extractable Ash Content	4% (max.)	4% (max.)
Ash Content	12% (max.)	N/A
Mesh Size	US Sieve Series 12 x 40	US Sieve Series 12 x 40
Screen Size - US Sieve (% by wt.)		
On 12 mesh	5% (max.)	5% (max.)
Through 40 mesh	4% (max.)	4% (max.)

^aAnalysis may be completed by a third party (Micromeritics or approved equal), or completed internally with a submitted Certificate of Analysis.

D. GAC Product Qualifications

1. The GAC to be initially installed within the newly constructed contactors shall be virgin media conforming to the latest version of AWWA B604 and the requirements specified herein.
2. The GAC to be installed during subsequent media changeout operations following exhaustion of the initially installed media shall be:
 - a. Virgin media conforming to the latest version of AWWA B604 and the requirements specified herein (BASE BID), OR
 - b. Custom reactivated media conforming to the latest version of AWWA B605 and the requirements specified herein (ALTERNATE BID).

- 1) The custom reactivated GAC media shall include virgin makeup media as required to account for media loss during the reactivation process. The custom reactivated media inclusive of any virgin makeup media shall be billed at the unit price noted in the Bid Form.
3. The GAC shall be manufactured in the United States of America from North American based raw materials.
4. GAC shall be a re-agglomerated bituminous coal-based product with petroleum or coal-based pitch binders sized to a granular form prior to baking and activation. Lignite based GAC, peat, wood, coconut, recycled, used GAC media or broken pellets will not be accepted. Direct activated GAC will not be accepted.
5. GAC shall be thermally activated by steam under rigidly controlled conditions.
6. The GAC must possess superior hardness and abrasion characteristics to withstand repeated backwashes, transfers and handling without significant change in physical size or loss of GAC volume.
7. The GAC shall be capable of removing color, tastes, odors, disinfection by-products, disinfection by-product precursors and other organic contamination from water previously pretreated by conventional water treatment processes.
8. The GAC shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water or that would otherwise render the water treated by the GAC unfit for public use following backwashing and rinsing. The GAC shall not impart to the water any contaminant that exceeds the maximum limits as defined by the Safe Drinking Water Act Public Law 93-523 or any of its amendments, or NSF 61 standards.

E. GAC Media Testing

1. Sampling associated with the initial installation of media in advance of the startup of the GAC Facilities shall be performed by the Supplier. Sampling associated with subsequent replacement of spent media shall also be performed by the Supplier. Sampling shall be in accordance with the latest revision of AWWA B604 (for virgin media) or B605 (for custom reactivated media).
2. Analyses shall be performed in accordance with AWWA B100, B604, and B605 as applicable to confirm gradation, effective size, uniformity coefficient, iodine number, ash content, abrasion number, and apparent density. No plus tolerance shall be allowed on uniformity coefficient.
3. Sample test reports shall include raw data, graphical gradation results, computation of the effective size, uniformity coefficient, and other parameters

specified within the table herein, and shall be sent directly from the certified independent laboratory.

4. All test results and notices shall be provided to the Contractor, Engineer, and Owner during the initial placement and to the Owner during subsequent spent media replacement efforts. It is understood that the Supplier will be privy to all test results and notices provided by third-party testing laboratories.
 5. Analytical costs shall be borne by the Supplier during the initial installation and also during subsequent replacement efforts of spent media.
 6. Initial testing and reporting of results by an ISO 17025 certified independent testing laboratory shall be submitted for approval prior to shipment. Test results shall include a statement certifying that the material for shipment is from the same lot as the sample submitted.
 7. Each production lot shall be sampled during manufacture by an automatic sampling device or procedure in order to take a representative sample over the preparation of the production lot. The gross sample shall be mixed thoroughly and divided to provide three 1-pound samples. Each sample shall be labeled at a minimum with the production lot number, date, time, and product description, and the label shall be signed by the sampler.
 8. One sample shall be sent to the lab for initial testing. All samples shall be sealed in air-tight, moisture-proof glass containers and delivered as described above.
 9. If the GAC does not meet the requirements of this specification or of AWWA B604/B605, a notice of nonconformance will be provided within five days after receipt of results from the independent laboratory. The results of the test shall prevail unless the Contractor (initial placement) or Supplier (subsequent spent media replacement efforts) requests a re-test to the Owner within five (5) working days of the notice. Upon receipt of the request for a retest, the Contractor or Supplier as applicable shall submit one of the duplicate sealed samples taken for analysis. Within twelve (12) days after receipt of the duplicate sealed sample by the third-party laboratory, the Owner shall receive notification if retesting reveals that the material complies with specifications. If the retest indicates compliance of the media with the specifications and AWWA B604/B605, then the other sealed sample shall be forwarded, unopened, to a different, neutral third-party laboratory agreed upon by both applicable parties for analysis. The results of the neutral laboratory analysis shall be accepted as final.
- F. If the material does not meet the requirements specified, the media shall be removed from the site when so ordered by the Owner at no additional cost. At the Owner's option, the media may be accepted subject to an agreed price adjustment.

PART 3 – EXECUTION

3.01 GENERAL

- A. Site Verification of Conditions: The Contractor shall verify that GAC contactors and appurtenances such as piping, valves, pumps, and controls are in proper operating condition to receive GAC media.
- B. By initiating installation, the Supplier accepts that the contactors and appurtenant systems are acceptable for installation.

3.02 STORAGE, HANDLING, AND DELIVERY

- A. The delivery, storage, and handling of the contactor media shall be in accordance with the Supplier's instructions. Media shall be transported, delivered, stored, and placed in a careful manner to prevent contamination or physical damage to the GAC media particles. Storage and handling of all GAC media shall be in accordance with the latest revision of AWWA B604/B605. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the same shall be replaced without additional cost to the Owner.
- B. Delivery
 - 1. Media shipment shall be made via bulk trailer or super sacks. All shipping and delivery charges shall be included. All deliveries shall be accompanied by a legible bill of lading or other evidence suitable to the Owner, indicating the gross, tare and net weight of shipment, the name of carrier, and other pertinent information. This evidence shall be presented to the Owner before or at the time of delivery.
 - 2. Bulk Shipment: Shipment shall be delivered in totally enclosed dry bulk material trailers. Trailers shall be equipped with hatches to permit inspection.
 - 3. Prior to shipment, inspect the facilities for unloading to make certain that these facilities will accommodate the type of truck intended to be used.
 - 4. At the site, utility water will be added to the bulk contents of the trailers prior to pneumatically pressurizing the tanks for transfer of the GAC. The Supplier shall provide all equipment, connections, hoses, piping and adapters necessary to utilize existing plant utility water supply. The GAC is to be transferred in slurry form from the trailer to the GAC contactors. Supplemental water may be added to the trailer discharge manifold to make the slurry more flowable and less subject to attrition.
 - 5. If required, the Supplier shall furnish compressed air, slurry system and other accessories as required for transfer of the GAC media to the contactors.
 - 6. GAC media shall be delivered in the Suppliers' bulk trailers or super sacks used solely for transport of GAC for potable use. Trailer hatches shall bear dated seals

affixed by Supplier upon loading of media into trailers, and seals shall be intact and undisturbed upon arrival at the project site. Weight tickets for all GAC media supplied shall be provided to the Owner for the actual GAC media delivered. A continuous chain of custody shall be maintained between the Supplier and the Owner during GAC media production, storage, loading, shipment, and installation of into GAC contactor(s).

C. Handling

1. It shall be the Supplier's responsibility to clean up, to the Owner's satisfaction, any GAC or slurry spills at the site and to repair any damage resulting from the GAC delivery or unloading operations.
2. The GAC media shall be handled at all times in a safe manner and as recommended by the Supplier and AWWA standards. **Media may not be placed dry. GAC depletes oxygen from air and can be hazardous in a confined area with insufficient ventilation.** Worker's safety shall be prioritized following all pertinent local, state, and federal guidelines.
3. Any media that becomes contaminated or dirty (i.e., contains more than 0.5% of foreign material by weight) either before or after it has been placed in the GAC contactors shall be removed and replaced with clean media at no cost to the Owner.

3.03 INSTALLATION

A. Method of Installation

1. The Owner shall provide a utility water source for GAC transfer and flushing/rinsing. The Supplier shall provide all necessary hoses, sight glasses, piping, eductors, and appurtenances for installing GAC media into contactors. Multiple 2-inch quick connect fittings are provided at each facility for the convenience of the Supplier. Hoses shall be carefully positioned to reduce headloss and to provide a smooth hydraulic flow path for GAC transport to the GAC contactor(s).
2. GAC media shall be transferred into the GAC contactor(s) as water slurry to minimize abrasion and dust as specified in AWWA B604/B605. If required, compressed air may be used for additional motive force. The Supplier shall furnish the compressed air system.
3. The Supplier shall be responsible for cleanup of all GAC media and slurry spills that may occur during the GAC transfer operation.

B. Placing GAC Media

1. Preparation

- a. Each GAC contactor shall be kept clean throughout installation operations. All equipment used in placing GAC media shall be cleaned and disinfected in accordance with AWWA C653. All workers shall use boots and gloves which have been disinfected in accordance with AWWA C653.
- b. GAC media shall be installed in GAC contactors by the Supplier after removal of spent media and adequate cleaning of the contactors with utility water.

2. Placement

- a. Installation of GAC media shall be performed in three layers or "lifts", each consisting of approximately one third of the total media depth specified herein. An adequate allowance of excess media for scraping shall be provided.
- b. The contactor box shall be partially filled with water prior to adding the first lift of GAC media.
- c. After placement, each lift shall be wetted for a minimum period as directed by the media Supplier.
- d. Following the wetting period (for each lift), the bed shall be backwashed with water to remove carbon fines and level the media. The initial backwash sequence shall be conducted as follows or as otherwise directed by the Supplier:
 - 1) Backwash rate of 5 gpm/sf for a duration of 5 minutes
 - 2) Backwash rate of 10 gpm/sf for a duration of 5 minutes
 - 3) Backwash rate of 15 gpm/sf for a duration of 30 minutes
 - 4) Backwash rate of 10 gpm/sf for a duration of 5 minutes
 - 5) Backwash rate of 5 gpm/sf for a duration of 5 minutes
- e. The media depth shall be measured after the addition of each lift of GAC media until the specified media depth is provided. Care should be taken to avoid overfilling or underfilling the contactors with GAC media.
- f. Following the backwash of the third and final lift, a minimum of ½ inch of surface fines shall be removed by scraping to prevent undue headloss development as described in AWWA B604. The final depth of media shall be no less than the value specified herein. Following scraping, the installed bed shall be wetted overnight prior to rinsing.

- g. **The water level in the GAC contactors shall be maintained above the GAC media level at all times, including when the contactors are removed from service during installation and start-up functions, in order to prevent oxygen adsorption. When exposed to air, wet GAC media will rapidly adsorb oxygen and create an oxygen deficient environment. GAC media shall be covered with water and workers shall follow safety precautions before entering enclosed spaces containing wet activated carbon.**

3. Cleaning and Disposal

- a. The Owner shall supply all utility water for testing.
- b. The Supplier shall remove and dispose of all excess material and debris. This includes but is not limited to the disposal of all super sacks and pallets if used in the delivery of the GAC media. Chlorinated water shall be disposed of in accordance with the latest version of AWWA C653.

- C. GAC Media Rinsing

1. The Contractor shall forward-flush the GAC media once initial placement is complete to rinse out any contaminants and to stabilize pH. The pH of the individual GAC contactor effluent shall be pH 10 or less prior to placing into service. Flushing water shall be disposed using the dedicated piping for each contactor.
2. Following initial flushing, a sample of the effluent water shall be tested by an independent third-party laboratory to confirm that all regulated constituents are within the limits established by the National Primary and Secondary Drinking Water Regulations. The cost of the laboratory testing shall be borne by the Supplier.
3. If the limit for any regulated constituent is exceeded, the forward-flush procedure shall be continued and water quality testing shall be repeated until all regulated constituents are within the limits established by the US EPA National Primary and Secondary Drinking Water Regulations. Additional analytical testing shall be conducted at the expense of the Supplier.
4. Supplier shall document and communicate to the Owner the water quality of the contactor effluent. A report from a certified drinking water lab shall be submitted to the Owner and shall include the following information:
 - a. Proof of inorganic contaminants regulated by the National Primary and Secondary Drinking Water Regulations being below their respective maximum contaminant level (MCL) designated by the USEPA.

3.04 REMOVAL OF SPENT MEDIA

- A. The Owner will request removal of spent GAC on an as-needed basis throughout the duration of the media supply contract. Owner personnel will be responsible for shutting down the pertinent contactor and lockout/tagout of the contactor valves prior to media removal.
- B. The Supplier shall furnish all labor, materials, equipment, and supervision for the removal and transport of the spent GAC media to the ultimate disposal location or reactivation facility for custom reactivation.
- C. The Supplier shall provide proof of transfer of these materials by means of manifests, load tickets, and bills of lading.

3.05 REACTIVATION

- A. Only reactivation facilities and equipment used to handle spent and reactivated GAC media, classified as potable and/or food grade, shall be used. Transportation containers, including storage vessels on vehicles, transfer hose and other equipment in contact with the media, shall be suitably protected from environmental contamination and suitably cleaned, by evidence of wash-out tickets that are presented to the Owner or certifying agency on demand.
- B. Samples from each spent and custom reactivated batch of GAC media shall be retained at the GAC reactivation facility for a period of at least two (2) years and be made available upon request. Samples shall be collected in accordance with AWWA B604/B605 and the requirements specified herein.
- C. Spent GAC media that is not able to meet the requirements specified herein for custom reactivated media shall be disposed of by the Supplier. The full chain of custody shall be provided to Owner as proof of disposal for record-keeping for the entire quantity of GAC media removed from the site.

END OF SECTION

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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.

BIDDER NAME: _____

BID FORM

Bid Item	Description	Estimated Quantity*	Units	Unit Bid Price**	Extended Price
1A	Initial installation of virgin GAC media in all contactors at the P.O. Hoffer WTF site, inclusive of all material, labor, and transport costs	67,095	CF	\$	\$
1B	Initial installation of virgin GAC media in all contactors at the Glenville Lake WTF site, inclusive of all material, labor, and transport costs	44,550	CF	\$	\$
2A	GAC media resupply at the P.O. Hoffer WTF site BASE BID – removal of spent GAC media and installation of virgin GAC media as requested by the Owner, inclusive of all material, labor, and transport costs	134,190	CF	\$	\$
2B	GAC media resupply at the Glenville Lake WTF site BASE BID – removal of spent GAC media and installation of virgin GAC media as requested by the Owner, inclusive of all material, labor, and transport costs	89,100	CF	\$	\$
3A	GAC media resupply at the P.O. Hoffer WTF site ALTERNATE BID – removal of spent GAC media and installation of custom reactivated GAC media as requested by the Owner, inclusive of all material, labor, and transport costs	134,190	CF	\$	\$
3B	GAC media resupply at the Glenville Lake WTF site ALTERNATE BID – removal of spent GAC media and installation of custom reactivated GAC media as requested by the Owner, inclusive of all material, labor, and transport costs	89,100	CF	\$	\$
BASE BID Total	Initial installation + media resupply BASE BID (1A + 1B + 2A + 2B)			\$	
ALTERNATE BID Total	Initial installation + media resupply ALTERNATE BID (1A + 1B + 3A + 3B)			\$	

*Refer to Specification Section 43 31 13.13. Two media changeouts are estimated at each facility over the 36-month duration of the supply contract. The actual quantity of GAC media required for resupply may vary.

**Proposed annual price increases over the duration of the supply agreement shall be indexed to the contract execution date using the US BLS Producer Price Index/Indices identified in the Supplier's proposal.

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

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

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

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

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

Signature

Title

Printed Name

Date

PWC at a Glance



Customers



- In operation since 1905
- Provides Electric, Water & Wastewater Services
- Total Customers: 121,886
- Number of Services: 274,101
 - Electric: 83,537
 - Water: 92,453
 - Wastewater: 92,100
 - Irrigation: 6,011
- Customers with 2+ services: 75%
- Annual Customer Turnover: 20-25%

Customer Service



- Annual Customer Contacts: 495,136
- Average Monthly Calls: 32,363
- Annual Bills Generated: 1.4 Million
- Customer Incentive Programs: 13
- Annual Water Leak Notifications: 20,363 (17.2 million gal)

Employees



- Number of Employees: 651
- Average Tenure of Employees: 10 years
- Average Age: 45
- Annual Turnover: 9.0%*
- Annual Hours Worked: 1.2 Million

*non retirement

Facilities



- Butler-Warner Generation Plant (268 MW)
 - Electric Service Area: 147 Sq. miles
- P.O. Hoffer Water Treatment Facility (39.5 MGD)
- Glenville Lake Water Treatment Facility (18.0 MGD)
 - Drinking Water Service Area: 116 Sq. miles
- Cross Creek Water Reclamation Facility (25 MGD)
- Rockfish Creek Water Reclamation Facility (21 MGD)
 - Wastewater Service Area: 109 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
- Solar Generation: 1 MW
- Battery Storage: 2 MW
- Annual MWH Sold: 1.9 million
- System Peak: 499 MW (Feb. 9, 2015)
- Reliability Rate: 99.99%
- Electric Distribution Substations: 32
- Distribution Lines: 1,360 miles
- Transmission Lines: 123 miles
- Streetlights/Area Lights: 37,853

Water/Wastewater Operations



- Population Served: 225,000
- Drinking Water Treated: 10.7 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: 2,825 miles
- Hydrants: 8,616
- Sanitary Sewer Lift Stations: 78
- Manholes: 34,002

Financial



- FY24 Annual Operating Budget: \$428.8 Million
- Total Assets: \$1.62 Billion
- Bond Rating: Aa2(Moody's), AA (Standard & Poor), AA (Fitch)
- Operations & Maintenance Expense per Customer: \$505 (\$557 National Median)
- Annual Cash Contributions to the City of Fayetteville in Lieu of Taxes: \$12.2 Million
- Annual Streetlight Services: \$3.9 Million
- Annual Annexation Construction Costs: \$4.8 Million
- Total Annual Contributions to the City of Fayetteville: \$25.4 Million

Visit www.faypwc.com to learn more about PWC



ATTACHMENT E

Last revised December 7, 2024

SALE OF GOODS AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To PWC:

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

To Seller:

[INSERT MAILING ADDRESS]

14. Compliance. Seller hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Seller further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North

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

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

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

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

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

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

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

Fayetteville Public Works Commission

[INSERT SELLER'S FULL LEGAL NAME]

By: _____
Timothy Bryant, CEO/General Manager

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

Date: _____

Date: _____

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

By: _____
Rhonda Graham, Chief Financial Officer

Approved as to form:

Legal Dept.

SAMPLE

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

APPLICATION:

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

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

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

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

MWDBE Compliance Requirements:

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

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

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

SUBCONTRACTOR PAYMENT REQUIREMENTS:

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

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

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

Contractor

Signature

Printed Name

Title

Date

Affidavit A: Listing of the Good Faith Efforts

Affidavit of _____
(Name of Bidder)

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

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

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

Date: _____ Name of Authorized Officer: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day _____ 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:

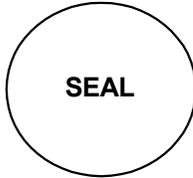
(Name of Project)

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 _____ 20____

Notary Public _____

My commission expires _____

Affidavit C: Percentage of MWDBE Participation

Affidavit of _____
(Name of Bidder)

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

\$ _____
(Dollar Amount of Total Bid)

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

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

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

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

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

Date: _____ Name of Authorized Officer: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

Affidavit D: Good Faith Efforts

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

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

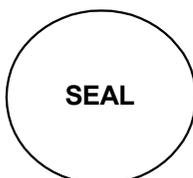
*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

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

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

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

Date: _____ Name of Authorized Officer: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

Affidavit E: Identification of MWDBE/Local Participation

_____ (Name of Bidder)

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

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

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

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

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

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

Date: _____ Name of Authorized Officer: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

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

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

For MWDBE Change Request, please provide all information below:

Prime Contractor: _____

Subcontracted Work: _____

Previous Subcontractor: _____

Reason this for change request:

New Subcontractor: _____ MWDBE Category: _____

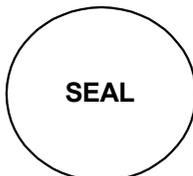
To Add MWDBE Subcontractor/Subcontracted work:

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

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

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

Date: _____ Name of Authorized Officer: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

SMALL LOCAL SUPPLIER / MWDBE SUBCONTRACTOR DISCLOSURE FORM

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

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

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

Signature

Printed Name

Title

Date

ATTACHMENT H: BID SUBMITTAL CHECKLIST

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

- 1. Properly Marked Sealed Bid (Submission Instructions paragraph 4)
- 2. Descriptive Literature (Attachment A)
- 3. Deviations, if applicable (Attachment A)
- 4. Attachment B Company Information (completed and signed)
- 5. Attachment B Manufacturer Information (provided)
- 6. Attachment B Part Number Information (provided)
- 7. Attachment B Lead Time Information (provided)
- 8. Attachment B Unit Price Information (provided)
- 9. Attachment C (completed and signed) or Explanation (provided)
- 10. MWDBE Affidavit A or Affidavit B (completed and notarized)
- 11. MWDBE Affidavit E (completed and notarized)
- 12. Addendum 1, if applicable (acknowledged and signed)
- 13. Addendum 2, if applicable (acknowledged and signed)
- 14. Addendum 3, if applicable (acknowledged and signed)
- 15. Addendum 4, if applicable (acknowledged and signed)