



INVITATION FOR BID

PWC2526050 REBID

INVENTORY - CABLE, 1/0 AL, EPR, 25KV, 1/C, CN

Date of Issue: Tuesday, April 21, 2026
Bid Opening Date: Tuesday, May 12, 2026
3:00 P.M.

Direct all inquiries concerning this IFB to:

Lacoma Jones
Procurement Advisor
procurement@faypwc.com

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**ADVERTISEMENT FOR BID
FAYETTEVILLE PUBLIC WORKS COMMISSION
INVENTORY - CABLE, 1/0 AL, EPR, 25KV, 1/C, CN**

**Cumberland County
North Carolina**

Pursuant to N.C.G.S 143-129 and 133-3, sealed Bids are solicited and will be received at Fayetteville Public Works Commission, Administration Building, Conference Room 107, 955 Old Wilmington Road, Fayetteville, NC 28301, until **3:00 p.m., EST Tuesday, May 12, 2026**, for the **INVENTORY - CABLE, 1/0 AL, EPR, 25KV, 1/C, CN**.

This procurement is to replenish inventory stock based on PWC's min/max levels and forecasted demand. Quantities specified represent anticipated requirements; actual purchases may vary based on operational needs.

Enclosed are the Instructions to Bidders, Material Specifications, and Bid Pricing Form. Bidders must submit the completed Attachment A, Attachment B, Attachment C, and Attachment H Small and Disadvantaged Business (SDBE), Small Local Supplier (SLS), and Local Business Discloser Form, and any required addendum acknowledgments. Submissions must be made using the provided forms or exact copies thereof, as specified in the IFB documents. Unsolicited bid samples or descriptive literature may 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.

Questions regarding this bid must be submitted in writing to the attention of **Lacoma Jones**, at procurement@faypwc.com no later than **5:00 p.m., EST Tuesday, May 5, 2026**, in order to be considered for a response.

Mailed bids must be addressed to **Lacoma Jones**, Procurement Advisor, Fayetteville Public Works Commission, 955 Old Wilmington Road, Fayetteville, North Carolina 28301. The outside of the envelope must be marked **IFB: PWC2526050 REBID INVENTORY - CABLE, 1/0 AL, EPR, 25KV, 1/C, CN** and shall indicate the name and address of the bidder. Late bids will not be considered.

Fayetteville Public Works Commission reserves the right to accept or reject any or all bids, to waive minor informalities or technicalities as permitted by law, to disregard nonconforming or nonresponsive bids, and to re-advertise for bids if deemed in the best interest of PWC. The bid tabulation and announcement of the apparent low bidder at the bid opening do not constitute a binding contract with PWC. No contract will be considered awarded until a formal written Agreement is executed by both PWC and the successful bidder. The award of a contract, if made, will be to the lowest responsive, responsible bidder whose qualifications indicate the award will be in the best interest of PWC.

FAYETTEVILLE PUBLIC WORKS COMMISSION
Nikole Bohannon
Procurement Manager

PWC2526050 REBID – INVENTORY - CABLE, 1/0 AL, EPR, 25KV, 1/C, CN

INSTRUCTIONS TO BIDDERS
FAYETTEVILLE PUBLIC WORKS COMMISSION
INVENTORY - CABLE, 1/0 AL, EPR, 25KV, 1/C, CN

PURPOSE AND BACKGROUND

This procurement is to replenish inventory stock based on PWC’s min/max levels and forecasted demand. Quantities specified represent anticipated requirements; actual purchases may vary based on operational needs.

OBJECTIVE OF THE REQUEST

It is the intent of this bid invitation to obtain pricing for **CABLE, 1/0 AL, EPR, 25KV, 1/C, CN** within the material specifications section of this Invitation for Bid (IFB). You are requested to submit your bid on the enclosed **Attachment B: 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
Pre-Bid	PWC & Bidders	Tuesday, April 28, 2026, 11:00 a.m.
Submit Written Questions	Bidders	Tuesday, May 5, 2026, 5:00 p.m.
Provide Response to Questions	PWC	Thursday, May 7, 2026, 5:00 p.m.
Submit IFB	Bidders	Tuesday, May 12, 2026, 3:00 p.m.
Target Commission Date	PWC	Wednesday, May 27, 2026
Target Council Date	PWC	Monday, June 8, 2026
Award /Sale of Goods Agreement	PWC	Wednesday, July 1, 2026
Preferred Delivery	Awarded Bidder	December 2026

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 PWC2526050 REBID – 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. Bidders shall rely only on the 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.

Bidders are expressly prohibited from contacting any PWC official or employee associated with this IFB or project, except through the Procurement Advisor identified on the IFB cover page and only in the manner described above.

OPTIONAL PRE-BID MEETING

Instructions: It is **Optional** for each bidder representative to attend a pre-bid meeting. Bidders should refer to the **IFB Schedule** for the confirmed date and time of the meeting. Attendees must email **Lacoma Jones** for the calendar invitation by indicating the prospective bidder representative for the attendance sheet.

The purpose of this meeting is for prospective bidders to familiarize themselves with conditions and requirements that may affect the work outlined in this IFB. Bidders are expected to remain for the entire pre-bid meeting.

Bidders should note that any information shared during the pre-bid meeting must be confirmed by a written addendum to be considered part of the official IFB.

ECONOMIC IMPACT (EI) PROGRAM PARTICIPATION

Fayetteville PWC supports fair and open competition in all procurement activities and encourages participation from qualified businesses of all sizes. For the purposes of PWC procurements, a qualified business is one that demonstrates the capacity, capability, and resources to perform in accordance with the specifications, terms, and conditions of the solicitation. PWC also recognizes the value that small and locally based suppliers bring to the community and to the efficiency of its operations.

While no specific business certification is required for award, bidders that are certified as a North Carolina Historically Underutilized Business (HUB), Disadvantaged Business Enterprise (DBE), Small Business Administration (SBA)-certified firm, or PWC Small Local Supplier (SLS) are encouraged to participate and, when applicable, to indicate that status on the SDBE/SLS/Local Disclosure Form included in this solicitation.

REFERENCES

Bidders are encouraged to provide up to three (3) references where the company has supplied equipment or services within the energy and power generation industry, when the model or equipment differs from that noted in **Attachment A: Material/Technical Specifications** or **Attachment B: Bid Pricing Form**. PWC may contact these references to assess whether the bidder's performance was satisfactory and aligned with industry standards. The information obtained may be considered in the evaluation of the bid. If PWC is listed as a reference, it may be included as one of the three (3) optional references.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL

Fayetteville Public Works Commission, if applicable			

VENDOR REGISTRATION VIA ISUPPLIER

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

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

SUBMISSION INSTRUCTIONS

- 1) Bids should be complete and carefully worded and should convey all the information requested in the IFB. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the requirements of the IFB. Emphasis should be on completeness and clarity of content. Any proposed deviation, exception, clarification, or variation to the Material Specifications or the Sale of Goods Agreement must be clearly identified and submitted only on the applicable Form of Exceptions (Attachment F and/or Attachment G). Deviations, conditions, or bidder standard terms included elsewhere in the bid, including in cover letters, pricing notes, appendices, or other materials, shall not modify the requirements of this IFB and may render the bid nonresponsive.
- 2) Unsolicited bid samples or descriptive literature may not be examined or tested, will not be used to determine responsiveness, and will not vary any of the provisions of the IFB. PWC reserves the right to accept or reject any or all bids, to waive minor informalities or technicalities as permitted by law, to disregard nonconforming or nonresponsive bids, and to re-advertise for bids if deemed in the best interest of PWC. The bid tabulation and announcement of the apparent low bidder at the bid opening do not constitute a binding contract with PWC. No contract will be considered awarded until a formal written Agreement is executed by both PWC and the successful bidder. The award of a contract, if made, will be to the lowest responsible, responsive bidder whose qualifications indicate the award will be in the best interest of PWC.
- 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: PWC2526050 REBID INVENTORY - CABLE, 1/0 AL, EPR, 25KV, 1/C, CN"** 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**

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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.

PRICING

- 1) All bidders are advised to include all costs incurred by the bidder in delivering the **CABLE, 1/0 AL, EPR, 25KV, 1/C, CN** to the **PWC Warehouse** in their bid submittal, including but not limited to materials, labor, overhead, profit, freight, handling, duties, tariffs, and other import-related charges, unless expressly authorized otherwise in this IFB.
- 2) Known tariffs, duties, and import-related charges effective as of the bid due date shall be included in the bid price. Pricing that excludes such costs or conditions included upon shipment date, import date, or future determination may be deemed nonresponsive.
- 3) The invoice submitted for payment shall not reflect any additional or separate charges (including fuel surcharges, tolls, or tariffs). 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) Following award approval, PWC will provide the Sale of Goods Agreement to the successful bidder for signature. The successful bidder shall execute and return the Agreement within thirty (30) calendar days of receipt. If the Agreement is not fully executed within thirty (30) calendar days, including situations involving proposed revisions that materially alter the terms of the IFB, PWC reserves the right, at its sole discretion, to rescind the award and proceed to the next lowest responsive, responsible bidder without further obligation to the initially selected bidder.
- 3) PWC reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Bidder prior to award, and during the Sale of Goods Agreement term,

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

- 4) PWC reserves the right to request additional information from bidders to aid in the evaluation process. This information may include but is not limited to, financial statements, a reference list of contracts of similar size, etc.
- 5) In certain cases, PWC may request a sample or order a quantity of one (1) of the proposed commodity from the apparent low bidder for evaluation and testing by Engineering and/or Construction. Award determination may be deferred until such testing confirms compliance with the published specifications. This evaluation process may apply to products not previously evaluated by PWC, including those not identified in the Material Specifications as known to meet PWC requirements.
- 6) PWC may consider whether a proposed product has been previously evaluated when determining responsiveness and award eligibility.
- 7) PWC reserves the right to make a single award for all items or may award separate contracts to multiple bidders for various items to the lowest responsive, responsible bidder or bidders, taking into consideration product quality, performance to PWC, and conformity with the specifications in these bid documents. PWC may also consider, among other things, the Bidder's past performance conduct on other contracts, and other information as PWC deems necessary to assist in the evaluation of any bid.
- 8) A Sale of Goods Agreement will be executed in connection with this award. For one-time purchases, the Sale of Goods Agreement will cover the anticipated delivery timeframe required to fulfill the purchase. Pricing shall remain firm through contract execution and fulfillment of the purchase order. The Sale of Goods Agreement will govern applicable pricing, delivery, and contractual terms for the applicable purchase type.
- 9) It is the intent of PWC that all pricing remains firm for purchase order fulfillment and bidders shall take this into account when submitting their bids.
- 10) 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.
- 11) The successful bidder must promptly notify PWC in writing of any legal actions, investigations, or issues arising during the agreement period that may impact their ability to perform their obligations under the agreement. Failure to provide timely notification may result in termination of the agreement. As outlined in **Attachment C: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters**, the successful bidder must also certify that no such legal impediments exist at the time of bid submission. If circumstances change after submission or during the agreement period, the bidder is required to immediately inform PWC, providing full details of the situation.

DELIVERY AND PAYMENT

- 1) Delivery to be made F.O.B. Public Works Commission 1097 Public Works Drive, Fayetteville, NC 28301.**
- 2) Deliveries shall be made between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, within the time frame specified on the Bid Pricing Form.**
- 3) Payment for equipment, material, supplies, etc. purchased pursuant to this bid shall be made by Public Works Commission approximately thirty days after the same has been delivered, inspected, approved and the invoice received in the PWC Accounts Payable Office, P.O. Box 1089, Fayetteville, North Carolina 28302.**

ATTACHMENT A: MATERIAL SPECIFICATIONS COVERSHEET (INVENTORY)

For inventory procurements, “Material Specifications” refer to standardized specifications maintained by PWC included in this IFB.

Approved Manufacturers, Product Evaluation, and Suitability for Intended Use

The manufacturers identified in the attached Material Specifications represent products that have been previously evaluated by PWC and determined to meet minimum performance, compatibility, and operational requirements based on prior use, testing, or evaluation.

This evaluation may include engineering review, sample inspection, field testing by Construction, reference checks, and/or manufacturer site visits.

The identification of these manufacturers is provided for standardization, compatibility, and operational reliability purposes and is not intended to limit competition. Any reference to a specific manufacturer, brand, model, or part number is used solely to establish a standard of quality, performance, and compatibility. Equivalent products will be accepted and evaluated in accordance with N.C.G.S. §133 3.

Bidders may propose products from manufacturers not previously evaluated; however, such products must meet or exceed all requirements of the attached Material Specifications.

Products offered must be fully compatible with PWC’s existing systems, equipment, tools, and standard construction and maintenance practices. Items that introduce material differences in installation methods, handling, tooling requirements, or operational performance that could impact crew safety, efficiency, or system reliability, as measured against documented PWC construction standards, safety protocols, and operational practices, may be deemed noncompliant.

Bidders proposing products not previously evaluated by PWC bear the responsibility of demonstrating compliance with all specification requirements. PWC reserves the right to require additional evaluation, including but not limited to technical review, sample inspection, field testing, reference checks, and/or site verification.

PWC is not obligated to complete evaluation of products not previously reviewed prior to award. Failure to provide sufficient information or to complete any required evaluation within the procurement timeline may result in the bid being deemed nonresponsive, provided that all bidders are afforded equal opportunity to submit required information within the solicitation timeline.

PWC reserves the right to evaluate all bids for compliance with the Material Specifications and to determine whether a proposed product is equivalent and suitable for the intended use based on performance, compatibility, and operational considerations. Identification of previously evaluated manufacturers does not constitute a preferred brand alternate and does not preclude acceptance of equivalent products.

Additional Requirements for Cable (This IFB Only)

For cable that has not been purchased by PWC within the past five (5) years, the proposed product must be evaluated by PWC’s Engineering and Construction Department to confirm compliance with PWC standards.

Bidders proposing such cable shall, upon request by PWC, provide three (3) five-foot samples of the exact cable proposed in the bid.

PWC will evaluate the samples for conformance with the specifications, which may include:

- Visual inspection for compliance with material specifications; and
- Installation of 25kV outdoor terminations and 25kV elbows using standard Construction Department tools and equipment to verify compatibility with PWC installation practices.

PWC reserves the right to request samples from the apparent low bidder or other bidders as necessary to complete the evaluation. Failure to provide requested samples or to demonstrate compliance within the evaluation timeframe may result in the bid being deemed nonresponsive.

MATERIAL SPECIFICATIONS

1-065-510

Revision Date:

January 13, 2026

Revised By:

Glenn Andersen

CABLE, 1/0 AL, EPR, 25KV, 1/C, CN

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Description:

Underground primary distribution cable for installation in duct or direct burial rated 90°C, wet or dry, consisting of the following components:

Conductor: Solid, #1/0 AWG, EC-1350 aluminum alloy, ASTM B609

Conductor Shield: Minimum 12 mil, semi-conducting, extruded, compatible, strippable

Insulation: 260 mil, extruded, thermosetting ethylene propylene rubber (EPR)

Insulation Shield: Minimum 30 mil, free-stripping, semi-conducting

Neutral: Bare copper concentric, full neutral (16 x #14 or equivalent)

Outer jacket: 45 mil, linear low-density polyethylene (HMWPE/LLDPE)

Nominal outside diameter: 1.212 inches

Ampacity: 160 Amps (in conduit; 90°C conductor, 25°C earth ambient)

Conductor shield, insulation and insulation shield to be applied in a continuous triple extrusion process; bare copper concentric neutral helically applied and uniformly spaced per ICEA S-94-649. Cable shall be identified with manufacturer's name, size and type of conductor, thickness & type of insulation, sequential footage, rated voltage and year of manufacture. Jacket shall be extruded with 3 red stripes. Each reel shall indicate beginning and ending footage on side.

Performance Standards:

Conductor: ASTM B-231

Minimum Bending Radius: 9.7" - 10" (8X Outside Diameter)

Cable shall meet or exceed requirements of ICEA Standard S-94-649 and AEIC CS8-07.

Delivery Standards:

Cable ends shall be sealed at both ends. Cable will be wound and shipped on 5,000 foot (+/-4%) wooden reels, covered/wrapped during shipment, with a maximum flange diameter of 72 inches and drum diameter as specified by NEMA WC26. The arbor hole shall be reinforced with a steel plate as shown in the photograph on Page 2 of this specification. Cable shall be shipped in an upright **vertical** position on the flanges. Reels shall be secured to a 4-way pallet for unloading and storage. It is preferred that cable should be delivered on open bed trailers suitable for unloading from either side.

PWC Warehouse personnel (910-223-4355) will be notified of delivery 24 hours in advance. Deliveries shall be accompanied by certified test reports, partial discharge plots, and engineering information per above ICEA Standards.

Types Accepted:

Manufacturer
OKONITE
PRYSMIAN

Product
161-23-4069

Note - Catalog numbers are shown for reference use only. Supplier is responsible for conforming to the above specifications.

1-065-510

Revision Date:
Revised By:

January 13, 2026
Glenn Andersen

CABLE, 1/0 AL, EPR, 25KV, 1/C, CN
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Specification reviewed by: _____

ATTACHMENT B: BID PRICING FORM

Bidder Information:

Name of Company

Company Location

Phone Number

Email Address

Manufacturer

Manufacturer Location

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

Title

Authorized Signature

Date

Bidders shall submit pricing exclusively on the Bid Pricing Form provided in this IFB, fully completed and properly executed. A complete submission includes bidder and manufacturer information, required line-item pricing (including part numbers, lead times, unit and extended prices), required tariff disclosures, acknowledgment of all issued addenda, and the signature of an authorized representative. All pricing must include all known tariffs, duties, and import-related charges effective as of the bid due date, remain firm for a minimum of sixty (60) calendar days from bid opening, be F.O.B. Destination, and shall not be conditioned upon shipment date, import date, regulatory change, exchange rate fluctuation, or any other post-bid variable.

Furnish And Deliver:

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1065510	100,000	FT	1065510 CABLE, 1/0 AL, EPR, 25KV, 1/C, CN Part Number: _____ Lead Time: _____	\$	\$

Company Name: _____

Tariff Disclosure Section:

1. Are any tariffs included in the Bid Price?
 Yes No

2. If yes, complete the table below for each tariff-impacted line item or component included in this bid:

Line Item / Component			
Country of Origin			
Base Cost of Affected Component (Included in Bid)			
Tariff % Applied at Bid			
Tariff Cost Included in Bid			

3. Percentage of total bid price attributable to tariffs: _____%

4. Total tariff cost included in this bid: \$_____

5. The Bidder certifies that the tariff values identified above reflect the tariff cost included in the bid price as of the bid due date.

Signature: _____ Date: _____

Addendum Acknowledgment Section:

The Bidder has received, acknowledged, and used the following addenda in completing the Bid. (Initial and Date as appropriate).

Addendum No. 1	Date _____
Addendum No. 2	Date _____
Addendum No. 3	Date _____
Addendum No. 4	Date _____
Addendum No. 5	Date _____
Addendum No. 6	Date _____
Addendum No. 7	Date _____

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 to more than 250,000 people
- Total Customers: 123,017
- Number of Services: 275,382
 - Electric: 83,918
 - Water: 98,439
 - Wastewater: 93,004
 - Irrigation: 6,426
- Customers with 2+ services: 75%

Customer Service



- Annual Customer Contacts: 443,258
- Average Monthly Calls: 33,657
- Annual Bills Generated: 1.5 Million
- Customer Incentive Programs: 14
- Annual Water Leak Notifications: 20,772 (24 million gal)

Employees



- Number of Employees: 690
- Average Tenure of Employees: 10 years
- Average Age: 45
- Annual Turnover: 6.0%*
- Annual Hours Worked: 1.3 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: 265 MW
- Annual MWH Sold: 2 million
- System Peak: 499 MW (Feb. 20, 2015)
- Solar Generation Capacity: 2.9 MW
- Annual Solar Generation: 1,454,371 KWH
- Battery Storage: 2 MW
- Electric Distribution Substations: 32
- Distribution Lines: 1,364 miles
- Transmission Lines: 123 miles
- Streetlights/Area Lights: 38,023

Water/Wastewater Operations



- Population Served: 225,000+
- Drinking Water Treated: 10.645 Billion Gallons/Year
- 100% Compliant for all EPA Drinking Water Standards
- Daily Water Treatment Capacity: 50 MG/Day
- Daily Wastewater Treatment Capacity: 46 MG/Day
- Water/Wastewater Infrastructure: 2,979 miles
- Hydrants: 8,780
- Sanitary Sewer Lift Stations: 79
- Manholes: 34,430

Financial



- FY24 Annual Operating Budget: \$450 Million
- Total Assets: \$1.89 Billion
- Bond Rating: Aa2(Moody's), AA (Standard & Poor's), AA (Fitch)
- Operations & Maintenance Expense per Customer: \$570 (\$618 National Median)
- Annual Cash Contributions to the City of Fayetteville in Lieu of Taxes: \$12.06 Million
- Annual Streetlight Services: \$4.14 Million
- Annual Annexation Construction Costs: \$8.49 Million
- Total Value of Annual Contributions to the City of Fayetteville: \$30.81 Million

Visit www.FayPWC.com to learn more about PWC



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.

ATTACHMENT F: FORM OF EXCEPTIONS – SPECIFICATIONS

BIDDER: _____

MANUFACTURER: _____

INSTRUCTIONS: The following is a list of exceptions to the Material Specifications pertaining to the furnishing of the subject materials. Bidders shall identify each exception by page and paragraph number on this form. The omission of exceptions shall be interpreted as the bidder's confirmation of full compliance with the Material Specifications.

PAGE NO. AND PARAGRAPH	EXCEPTION/VARIATION

If, in submitting this bid, the bidder has made any exceptions to bid documents, the bidder understands that PWC will evaluate the effect of such exceptions or variations in determining responsiveness and award eligibility. Material exceptions or variations will not be considered and may result in the bid being deemed nonresponsive.

ATTACHMENT G: FORM OF EXCEPTIONS – SALE OF GOODS AGREEMENT

BIDDER: _____

MANUFACTURER: _____

INSTRUCTIONS: The following is a list of exceptions to the Sale of Goods Agreement pertaining to the furnishing of the subject materials. Bidders shall identify each exception by page and paragraph number on this form. The omission of exceptions shall be interpreted as the bidder's confirmation of full compliance with the Sale of Goods Agreement.

PAGE NO. AND PARAGRAPH	EXCEPTION/VARIATION

If, in submitting this bid, the bidder has made any exceptions to bid documents, the bidder understands that PWC will evaluate the effect of such exceptions or variations in determining responsiveness and award eligibility. Material exceptions or variations will not be considered and may result in the bid being deemed nonresponsive.

ATTACHMENT H: SMALL AND DISADVANTAGED BUSINESS (SDBE), SMALL LOCAL SUPPLIER (SLS), AND LOCAL BUSINESS DISCLOSURE FORM

Company Name: _____
 Address & Phone: _____
 Name: _____
 Pay Application # _____

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

Firm Name	SDBE, SLS, or Local	Construction Trade or Supplies	Payment Amount
<i>Ex. ABC Company</i>	<i>SDBE – NC HUB M</i>	<i>Hauling</i>	<i>\$25,000.00</i>
<i>Ex. DEF Enterprise</i>	<i>SLS – PWC</i>	<i>Paint</i>	<i>\$600.00</i>
<i>Ex. GHI Incorporated</i>	<i>Local – Fayetteville</i>	<i>Tire Repair</i>	<i>\$2,000.00</i>

 Signature

 Printed Name

 Title

 Date

ATTACHMENT I: 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 Mailed Bid (Submission Instructions paragraph 4)
- 2. Attachment A Drawings, Descriptive Literature, etc. (completed and provided)

REQUIRED: Manufacturer's technical datasheet must be submitted for each item. The datasheet should clearly identify the proposed part number and allow us to verify compliance with PWC's published specifications.

OPTIONAL: Bidders are also encouraged to provide a Specification Crosswalk (Comparison Sheet) comparing their proposed manufacturer's product to PWC's published requirements. This is optional but helps streamline evaluation and reduce follow-up questions.

- 3. Attachment B Complete and submit in full, including all pricing, required fields, and addenda acknowledgment. Failure to submit a complete form may result in the bid being deemed nonresponsive.
- 4. Attachment D (completed and signed) or Explanation (provided)
- 5. Attachment G Form of Exceptions –Specifications (completed and provided, if applicable)
- 6. Attachment H Form of Exceptions – Sale of Goods Agreement (completed and provided, if applicable)
- 7. Attachment I Small and Disadvantaged Business (SDBE), Small Local Supplier (SLS), and Local Business Disclosure Form (completed)