INVITATION FOR BID

PWC2627033

INVENTORY - 72 KV 3150 AMP BREAKERS

Issue Date: November 6, 2026
Bid Opening Date: December 1, 2026
2:00 P.M.

Direct all inquiries concerning this IFB to:

Nikole Bohannon
Procurement Manager
procurement@faypwc.com

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ADVERTISEMENT FOR BID
FAYETTEVILLE PUBLIC WORKS COMMISSION
INVENTORY - 72 KV 3150 AMP BREAKERS

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 **2:00 p.m., EST Tuesday, December 1, 2026**, for the **72 KV 3150 AMP BREAKERS.**

This procurement is to replenish inventory stock based on PWC's established min/max levels and to address a current stock out. Quantities specified represent anticipated requirement to bring inventory back to minimum stocking levels. Actual purchases may vary based on operational needs.

Bidders shall submit the completed Attachment B: Bid Pricing Form, required technical documentation under Attachment A, Attachment C, any applicable Forms of Exceptions (Attachments E and F), and acknowledgment of all issued addenda. Bidders are also requested to complete Attachment G: Economic Impact Disclosure Form for program reporting purposes. 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 **Nikole Bohannon**, at procurement@faypwc.com no later than **4:00 p.m., EST Tuesday, November 17, 2026**, in order to be considered for a response.

Mailed bids must be addressed to the Procurement Manager identified above, Fayetteville Public Works Commission, 955 Old Wilmington Road, Fayetteville, North Carolina 28301. The outside of the envelope must be marked **IFB: PWC2627033 – INVENTORY - 72 KV 3150 AMP BREAKERS** 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

INSTRUCTIONS TO BIDDERS
FAYETTEVILLE PUBLIC WORKS COMMISSION
INVENTORY - 72 KV 3150 AMP BREAKERS

ABOUT PWC

For information about Fayetteville Public Works Commission (PWC), including its operations and services, visit PWC At a Glance https://www.faypwc.com/pwc-at-a-glance/

OBJECTIVE OF THE REQUEST

It is the intent of this bid invitation to obtain pricing for the subject project, in accordance with the material/technical specifications section of this Invitation for Bid (IFB). Bidders are requested to submit pricing using **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	Date/Time
Advertisement Date	November 6, 2026
Question Deadline	November 17, 2026, at 4:00 P.M.
Addendum Deadline	November 19, 2026, at 5:00 P.M.
Bid Opening	December 1, 2026, at 2:00 P.M.
Target Board of Commissioners Meeting	Wednesday, January 13, 2027
Target City Council Meeting	Monday, January 25, 2027
Anticipated Award /Sale of Goods Agreement	February 2027
Preferred Delivery	December 31, 2027

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 PWC2627033 – Questions**" as the subject of the email.

Questions received by the question deadline identified in the IFB Schedule, PWC's responses, and any additional information deemed necessary by PWC will be posted as written addenda on the PWC website and incorporated into 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.

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

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 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 Economic Impact Disclosure Form included in this solicitation.

REFERENCES

Bidders are encouraged to provide up to three (3) references demonstrating experience supplying the same or similar materials or equipment identified in this IFB. References should be from customers with comparable purchasing requirements and include the company name, contact name, telephone number, and email address.

PWC may contact the references provided or request additional references during evaluation to assess the bidder's experience, delivery performance, and ability to fulfill the requirements of this IFB. References are recommended but not required unless expressly stated otherwise in the IFB.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL

VENDOR REGISTRATION VIA ISUPPLIER

1) Vendors awarded a contract with PWC must complete registration through the iSupplier Portal before a purchase order can be issued. Registration instructions are available at the link below.

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

SUBMISSION INSTRUCTIONS

1) Bids should be complete, clearly written, and responsive to all information requested in this IFB. Submissions should be straightforward and concise, demonstrating the bidder's ability to meet the stated requirements. Any proposed deviation, exception, clarification, or variation to the Material/Technical Specifications or the Sale of Goods Agreement must be clearly identified and submitted only on the applicable Form of Exceptions (**Attachment E** and/or **Attachment F**). 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.

Proposed exceptions to the Sale of Goods Agreement that materially alter or are inconsistent with the rights, obligations, risk allocation, remedies, indemnification, warranty, insurance, governing law, limitation of liability, delivery, payment, or other material terms of the Agreement may affect responsiveness, award eligibility, or contract execution. PWC reserves the right to request clarification of such exceptions and, if deemed in the best interest of PWC, negotiate their resolution. If the parties are unable to reach agreement on mutually acceptable terms, PWC may reject the bid, rescind an award, or proceed to the next lowest responsive, responsible bidder.

2) Unsolicited bid samples or descriptive literature may not be examined or tested, will not be used to determine responsiveness, and shall not modify any requirement of this IFB.

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: PWC2627033 – INVENTORY- 72 KV 3150 AMP BREAKERS"** 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 Managers. 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 shall remain firm and valid for the period established under **QUANTITIES AND PRICING**. Following award approval and execution of the Sale of Goods Agreement, PWC will issue a purchase order to the successful 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 representative of the bidder. Bids containing material omissions, unauthorized alterations, conditional pricing, or other deviations from the IFB requirements may be deemed nonresponsive and rejected.

8) Do not submit alternate bids unless specifically called for.

QUANTITIES AND PRICING

1) All bidders shall include all costs associated with furnishing and delivering the goods specified in this IFB to the delivery location identified under **DELIVERY AND PAYMENT**, including materials, labor, overhead, profit, freight, handling, duties, tariffs, and other import-related charges, unless expressly authorized otherwise in this IFB.

2) Bid prices shall exclude applicable North Carolina sales and use tax. Sales and use tax shall not be included in unit prices, extended prices, or the Total Bid Price. Applicable sales and use tax will be added to the awarded bid price, as applicable, for purposes of establishing the total Sale of Goods Agreement amount.

3) 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 their inclusion upon shipment date, import date, or future determination may be deemed nonresponsive.

4) The invoice submitted for payment shall not reflect any additional or separate charges, including fuel surcharges, tolls, or tariffs, except for applicable North Carolina sales and use tax, which shall be separately stated. PWC is not tax-exempt.

5) Bid prices shall remain firm and valid for a minimum of **ninety (90)** calendar days from the date of bid opening. This period allows PWC to evaluate bids, recommend an award, obtain required approvals from the PWC Board of Commissioners and Fayetteville City Council, and execute the Sale of Goods Agreement. Bids containing pricing that expires before the required validity period, or that is subject to adjustment during that period, shall be deemed nonresponsive and rejected.

6) Post-award price increases related to fuel surcharges, tolls, or tariffs are not permitted.

7) Bid prices shall remain firm throughout the initial Sale of Goods Agreement term unless this IFB expressly permits price adjustments. Any permitted adjustment must be based on the specified market index, adjustment interval, and applicable commodities identified in the IFB. Price adjustments shall not be permitted unless expressly provided for in the solicitation.

BID PRICE EVALUATION

1) If required by the Bid Pricing Form, bidders shall provide a unit price and an extended price for each line item. The extended price shall be calculated by multiplying the bidder's unit price by the quantity identified in the IFB.

2) As part of the evaluation process, PWC will prepare a bid tabulation using the quantities identified in the IFB and the unit prices submitted by each bidder. PWC will verify the bidder's extended price for each line item by multiplying the bidder's submitted unit price by the applicable IFB quantity. PWC will not modify or adjust a bidder's submitted unit price.

3) For IFBs containing multiple line items, the total tabulated bid price shall be determined by summing the tabulated extended prices for all line items.

4) The tabulated bid price is intended to ensure a consistent and equitable comparison of bids using the same quantities and pricing methodology for all bidders. The bidder's submitted unit

price shall govern for each line item. In the event of a discrepancy between a bidder's submitted extended price, total bid price, bid opening announcement, or other bidder-calculated totals and the tabulated bid price calculated using the bidder's submitted unit prices and the IFB quantities, the tabulated bid price shall control for evaluation and award recommendation purposes.

5) Separate freight, handling, delivery, tariff, fuel surcharge, or similar charges are not permitted unless expressly authorized by this IFB. Bids that exclude required costs from submitted unit prices or condition pricing upon separate charges may be deemed nonresponsive and rejected.

6) Applicable North Carolina sales and use tax shall be excluded from the tabulated bid price and shall not be considered in determining the lowest responsive, responsible bidder or the recommended award amount.

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, exceptions, or conditions that materially alter the terms of the IFB or Sale of Goods Agreement, 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) Products offered shall be evaluated for compliance with the published Material Specifications, regardless of whether the manufacturer or product has been previously evaluated by PWC. Prior evaluation may inform PWC's technical review but shall not independently determine bid responsiveness or 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. For purchases utilizing releases, the Sale of Goods Agreement will be awarded for an initial period of one (1) year, to begin on contract execution date, and may be extended for an additional one-year period, if the placement or delivery of the final releases extends beyond the initial term, upon mutual written agreement of both parties. The Sale of Goods Agreement will govern applicable pricing, delivery, and contractual terms for the applicable purchase type.

9) The successful bidder shall not assign, transfer, or convey any part of the agreement, including rights or obligations, to a third party without obtaining prior written approval from PWC. This includes the assignment of payments that may become due under the agreement. Any unauthorized assignment may result in disqualification or termination of the agreement. Approved assignments do not relieve the successful bidder of their responsibilities under the terms of the agreement unless explicitly stated in writing by PWC.

10) The successful bidder must promptly notify PWC in writing of any legal actions, investigations, or issues arising during the agreement period that may impact their ability to perform their obligations under the agreement. Failure to provide timely notification may result in termination of the agreement. As outlined in **Attachment 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) All goods shall be delivered F.O.B. Destination to the following PWC location:

Delivery Location: Public Works Commission - Warehouse

Delivery Address: 1097 Public Works Dr., 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 are responsible for submitting sufficient technical documentation with their bids to demonstrate compliance with the published Material Specifications. PWC may conduct additional technical review, sample inspection, field testing, reference checks, or other evaluation as necessary to determine compliance.

All proposed products will be evaluated against the published Material Specifications, including applicable performance, compatibility, safety, and operational requirements. Prior evaluation or use by PWC does not independently determine responsiveness or award eligibility. Failure to demonstrate compliance with the published requirements may result in the bid being deemed nonresponsive.

ATTACHMENT B: BID PRICING FORM

Bid Pricing Instructions:

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 shall be F.O.B. Destination and include all costs required by the IFB, including freight, handling, and all known tariffs, duties, and import-related charges effective as of the bid due date. Unit prices, extended prices, and the Total Extended Bid shall exclude applicable North Carolina sales and use tax.

Pricing shall remain firm for the bid validity period established under **QUANTITIES AND PRICING** and shall not be conditioned upon shipment date, import date, regulatory change, exchange rate fluctuation, or any other post-bid variable.

Bidder Information:

Company Name: _____
Company Address: _____
City/State/Zip: _____
Primary Contact Phone Number: _____ Email Address: _____

Manufacturer Information:

Manufacturer: _____
Manufacturing Facility Location: _____
Nearest Repair Facility Location: _____

Business Classification:

PWC SLS: ☐ Yes ☐ No NC DOA SBE: ☐ Yes ☐ No
PWC SDBE: ☐ Yes ☐ No NC DOT DBE: ☐ Yes ☐ No SBA Certified: ☐ Yes ☐ No

Printed Name: _____ **Title:** _____

Authorized Signature: _____ **Date:** _____

Public Works Commission
Fayetteville, NC
Electric Systems Division
Material Specification

1-045-144 **Origination Date: October 27, 2026**
Originated By: Glenn Andersen

BREAKER, CIRCUIT, VACUUM, 72.5KV, 3150A, 40KA INTERRUPT, 125VDC

Description:

A three-pole, outdoor, power circuit breaker with three (3) gang-operated vacuum interrupters mounted in dead tank, six (6) 69 kV porcelain bushings and twelve (12) 2000:5A multi-ratio, C800 RF 1.8 bushing-mounted current transformers. Circuit breaker shall be equipped with a trip-free, spring operating mechanism with instrumentation to monitor vacuum, providing a loss of vacuum alarm, housed in a galvanized steel frame painted ANSI No. 69 light gray finish. Circuit breaker shall be designed, manufactured and tested to ANSI/IEEE and IEC standards. **Circuit breaker is to be used at PWC Point of Delivery (POD) Stations.**

Features and Accessories:

The following features and accessories shall be included:

- 66.9", 350 kV BIL porcelain bushings
- (12) 2000:5 multi-ratio C800 RF 1.8 bushing mounted CT's
- Breaker shall use a Vacuum Interrupter with deep vacuum level at 6.67E-07 mbar, sealed for life
- Breaker shall use advanced Vacuum Interrupter Technology with Axial Magnetic Field (AMF) electrodes with special material content with capability of 40 times full fault current
- Vacuum Interrupter type shall be "self-induced magnetic field method" to have an arcing voltage less than 100 V
- ASME BPVC pressure vessel with U-stamp
- Vacuum monitoring instrumentation
- SEL-2533 Ten-Point annunciator
- Electroswitch brand control switch
- Special Tools and Accessories package
- **125 VDC control voltage**
- Dry air for energization
- WIKA Dry Air Density Switch (alarm at 63psi and lockout at 58psi)
- Dual trip coils
- Motor over run relay
- LCD Red/Green interrupter position indicator lights

Spare Parts: Spare Parts shall be provided in accordance with Specification 1-045-145

Public Works Commission
Fayetteville, NC
Electric Systems Division
Material Specification

1-045-144

Origination Date: October 27, 2026
Originated By: Glenn Andersen

BREAKER, CIRCUIT, VACUUM, 72.5KV, 3150A, 40KA INTERRUPT, 125VDC CONTROL

Performance Standards:

- Nominal KV class: 69kV
- Rated LF Withstand: 160kV
- Basic Impulse Level: 350kV BIL
- Meets IEEE 37.04 Chop Wave Requirements at 72.5kV
- Meets IEEE 37.04 Chop Wave Requirements at 452kV Peak
- Rated continuous current: 3,150A
- Rated short circuit current: 40 kA
- Interrupting time: 3 cycles
- Closing and latching capability: 104,000 operations
- Rated motor-operator & cabinet heater voltage: 240 VAC

Optimizer Package shall be provided:

An electronic monitor, an Optimizer 3 circuit breaker monitoring device, includes:

- a dry air regulator and hose assembly,
- a dry air bottle for filling to operating pressure,
- a manual charge handle, a manual operating device,
- provisions for a Doble type Transducer.

Delivery Standards:

Palletized and lagged to ship on open bodied trailer for unloading via forklift.

Types Accepted:

Manufacturer	***Product***
Meiden American Switchgear	MAS7243-125VDC & NVBOA-60740BB
Spare Parts:	Companion Specification **1-045-145**
Optimizer 3 Monitoring Device:	OM3-PWC
	VCB 72.5kV/40kA/3150A

Note: Catalog numbers are shown for reference use only. Supplier is responsible for conforming to specifications as stated.

Specification reviewed by: _____

Company Name: _____

Furnish And Deliver:

ITEM	QTY.	UOM	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1-045-144	12	E.A.	BREAKER, CIRCUIT, VACUUM, 72.5KV, 3150A, 40KA INTERRUPT, 125VDC Manufacturer & Part No: _____ Lead Time (Calendar Days ARO): _____	$	$

TOTAL EXTENDED BID (Excluding Sales and Use Tax) **$_____**

Applicable NC Sales and Use Tax (Informational Only) $_____

Applicable Tax Rate _____%

Tariff Disclosure Section:

1. Are any tariffs included in the pricing submitted with this Bid?
   ☐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 INCLUDED IN BID	TARIFF % APPLIED	TARIFF COST INCLUDED

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: _____

Company Name: _____

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 or 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

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.

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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.

Seller 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 Seller's certified statement showing total purchases of materials from each separate vendor and total sales taxes charged to PWC and paid by Seller. The documentary evidence shall also include Seller'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 Seller'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 Seller;

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b. Seller 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. Seller 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. Seller shall not include any tax paid on supplies, tools, and equipment that Seller 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

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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

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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: _____

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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.

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ATTACHMENT E: FORM OF EXCEPTIONS – SPECIFICATIONS

COMPANY NAME: _____ **MANUFACTURER:** _____

INSTRUCTIONS: Bidders shall identify each proposed exception or deviation from the Material/Technical Specifications by the applicable section, item, or paragraph reference and provide a detailed explanation of the proposed variation. The omission of exceptions shall be interpreted as the bidder's confirmation of full compliance with the Material/Technical Specifications.

SECTION / PARAGRAPH REFERENCE	EXCEPTION/VARIATION

PWC will evaluate any proposed exceptions or variations to the Material/Technical Specifications in determining bid responsiveness and award eligibility. Material exceptions or variations will not be accepted and may result in the bid being deemed nonresponsive.

ATTACHMENT F: FORM OF EXCEPTIONS – SALE OF GOODS AGREEMENT

COMPANY NAME: _____ **MANUFACTURER:** _____

INSTRUCTIONS: Bidders shall identify each proposed exception to the Sale of Goods Agreement by the applicable section or paragraph reference and provide a detailed explanation of the proposed exception or requested revision. The omission of exceptions shall be interpreted as the bidder's confirmation of full compliance with the Sale of Goods Agreement.

SECTION AND PARAGRAPH REFERENCE	EXCEPTION/PROPOSED REVISION

Proposed exceptions to the Sale of Goods Agreement that materially alter or are inconsistent with the rights, obligations, risk allocation, remedies, indemnification, warranty, insurance, governing law, limitation of liability, delivery, payment, or other material terms of the Agreement may affect bid responsiveness, award eligibility, or contract execution. PWC reserves the right to request clarification of proposed exceptions and, if deemed in PWC's best interest and permitted by applicable law, negotiate their resolution. If the parties are unable to reach agreement on mutually acceptable terms, PWC may reject the bid, rescind an award, or proceed to the next lowest responsive, responsible bidder.

ATTACHMENT G: ECONOMIC IMPACT DISCLOSURE FORM

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

Please provide the names of any local suppliers or subcontractors anticipated to be used on this project. For purposes of this requirement, “local” refers to firms located within the Fayetteville Metropolitan Statistical Area (MSA), which includes Cumberland, Hoke, and Harnett Counties. This form must be fully completed **and** submitted with the bid and with each subsequent pay application.

Firm Name	Local	Construction Trade or Supplies	Payment Amount
Ex. ABC Company	*Local – MSA*	*Hauling*	*$25,000.00*

_____
Signature

_____, _____
Printed Name Title

_____
Date

ATTACHMENT H: BID SUBMITTAL CHECKLIST

Bidders should use this checklist to verify that all required bid documents and supporting information are included. The requirements below identify which submissions are mandatory for bid responsiveness, necessary for technical evaluation, conditional upon proposed exceptions, or requested for informational and reporting purposes.

Item	Bid Submission Requirement	Requirement / Evaluation Treatment
1	Properly Marked Sealed Bid	**Required**. Submit the bid by the specified deadline in accordance with the Submission Instructions. Late bids will not be considered.
2	Attachment A: Material/Technical Specifications and Supporting Documentation	**Required** for technical evaluation. Submit manufacturer technical datasheets, certifications, supporting documentation, and any additional information specifically required by the Technical Specifications to establish compliance. Failure to provide sufficient information to establish compliance may result in rejection.
3	Attachment B: Bid Pricing Form	**Required** for responsiveness. Complete and submit the form, including required pricing, bidder information, tariff disclosures, signature, and addendum acknowledgment.
4	Attachment C: Debarment and Responsibility Certification	**Required**. Submit the completed certification or explanation.
5	Attachment E: Form of Exceptions – Specifications	**Conditional**. Submit with the bid if proposing any exceptions or deviations from the specifications.
6	Attachment F: Form of Exceptions – Sale of Goods Agreement	**Conditional**. Submit with the bid if proposing any exceptions to the Agreement.
7	Attachment G: Economic Impact Disclosure Form	**Requested** for program reporting. Used to collect supplier participation information and support Economic Impact reporting. Not used to determine bid responsiveness or award eligibility.
8	References	**Recommended**/**Conditional**. Up to three references demonstrating experience supplying similar materials or equipment. Required only when expressly stated in the IFB.