FEDERAL UNIFORM GUIDANCE APPLICABLE

INVITATION FOR BID

PWC2627036

INVENTORY - 10 KV LIGHTNING ARRESTERS

Issue Date: November 9, 2026
Bid Opening Date: December 3, 2026
3:00 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 - 10 KV LIGHTNING ARRESTERS

Cumberland County
North Carolina

Pursuant to 2 CFR § 200.320 and, where applicable, 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 Thursday, December 3, 2026**, for the **INVENTORY - 10 KV LIGHTNING ARRESTERS.**

This procurement supports PWC's Fault Location, Isolation, and Service Restoration (FLISR) initiative for the electric distribution system. The project is being implemented in partnership with the U.S. Department of Energy to improve system reliability and resiliency. PWC applied for federal grant funding in November 2024 and was awarded the grant in October 2026.

As part of the FLISR network, electronically controlled reclosers will be installed at existing switching points throughout PWC's distribution system. The reclosers, controls, and associated switching equipment will enable the system to automatically isolate faulted sections and restore power to unaffected portions of the distribution system, reducing the number and duration of customer outages. The current project schedule anticipates the FLISR network being fully deployed and operational by December 31, 2029.

Bidders shall submit the completed Attachment B: Bid Pricing Form, required technical documentation under Attachment A, Attachment C: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Attachment D: Equal Employment Opportunity, Attachment E: Nondiscrimination Clause, Attachment F: Noncollusive Affidavit, Attachment G: Certification Regarding Lobbying, and, when applicable, Attachment H: Build America, Buy America Guidance and Compliance Forms, together with any applicable Forms of Exceptions under Attachments K and L and acknowledgment of all issued addenda. Bidders are also requested to complete Attachment M: 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 **5:00 p.m., EST Thursday, November 19, 2026**, in order to be considered for a response.

PWC will receive financial assistance from the U.S. Department of Energy (DOE) under the Grid Resilience and Innovation Partnerships (GRIP) Program, administered through a subaward from the North Carolina Department of Environmental Quality (NC DEQ). As such, the contractor to whom the agreement is awarded shall comply with all applicable federal statutory and regulatory requirements, including but not limited to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 2 CFR Part 910 (DOE-specific supplements), the Build America, Buy America Act (BABA), Davis-Bacon Act labor standards,

and applicable anti-lobbying and telecommunications restrictions. These provisions are incorporated into the solicitation documents and the Sale of Goods Agreement, including Attachments I and J.

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: PWC2627036 - INVENTORY - 10 KV LIGHTNING ARRESTERS** 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 - 10 KV LIGHTNING ARRESTERS

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 9, 2026
Question Deadline	November 19, 2026, at 5:00 P.M.
Addendum Deadline	November 23, 2026, at 5:00 P.M.
Bid Opening	December 3, 2026, at 3:00 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	April 30, 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 PWC2627036 – 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 OUTREACH STATEMENT

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.

Consistent with federal and state expectations, PWC actively seeks to broaden supplier outreach and encourage participation by small businesses, minority-owned businesses, women-owned businesses, veteran-owned businesses, SBA-certified firms, DBE-certified firms, and PWC Small Local Suppliers. For federally funded projects subject to 2 CFR Part 200, PWC documents outreach and participation efforts in accordance with applicable grant requirements. While no MBE/WBE participation goals apply to this solicitation, bidders are encouraged to identify applicable small business and supplier diversity participation using the forms provided.

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

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

SUBMISSION INSTRUCTIONS

1) In accordance with federal grant requirements, including 2 CFR § 200.320, the use of sole source contracts or piggyback contracts from other entities is not permitted unless strict criteria for noncompetitive procurement are met and documented. Any bid submission relying on such procurement methods without prior written approval and justification will be considered non-compliant and disqualified from award consideration.

2) Bids should be complete, 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 K** and/or **Attachment L**). 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.

3) 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.

4) Bids may be withdrawn by the bidder only in writing and if receipt of such withdrawal is acknowledged by PWC prior to the time for the bid submittal deadline identified in the Advertisement for Bidders (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the bidder's letterhead and signed by an official of the bidder duly authorized to make such request. Any withdrawal request made after the bid submittal deadline shall be allowed only if the price bid was based upon a mistake that constituted a substantial error, provided the bid was submitted in good faith, and then only pursuant to the terms of N.C.G.S. § 143-129.1.

5) Bids must be submitted in an envelope clearly marked with "**IFB: PWC2627036 - INVENTORY - 10 KV LIGHTNING ARRESTERS"** 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.

6) 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.

7) Bidders shall submit bids only on the Bid Pricing Forms provided herein, or exact copies thereof **(See Attachment B: Bid Pricing Form)**. Failure to provide full and complete Bid Pricing Forms using the form provided herein will result in a bid being deemed non-responsive.

8) All bids must be signed by an authorized 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.

9) 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) In compliance with federal procurement standards under 2 CFR § 200.324, a cost or price analysis will be conducted for all contract modifications and in cases where adequate price competition is lacking. Bidders may be required to submit detailed cost breakdowns or other supporting documentation to demonstrate price reasonableness, upon request.

2) An award of a contract is subject to the approval by the Board of Commissioners of PWC and the Fayetteville, North Carolina City Council.

3) 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.

4) 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.

5) 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.

6) 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.

7) 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.

8) 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.

9) 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.

Public Works Commission
Fayetteville, NC
Electric Systems Division
Material Specification

1-170-010 **Revision: October 14, 2026**
(Build America/Buy American Compliant) **Revised By: Glenn Andersen**

ARRESTER, 10 KV, HEAVY-DUTY, CROSSARM MOUNTING

Description:
Heavy-duty distribution class outdoor surge arrester for use on 12470Y/7200 Volt multi-grounded overhead distribution system line arrester installations under usual service conditions. Arrester will be of non-fragmenting design (gapless MOV and polymeric-housed) with a ground lead disconnector and insulated bracket. Line and ground terminals will be stud-nut wire clamp type suitable for # 6-2/0 AWG AL/CU, with a protective cap provided for the line terminal. Include an insulating bracket and a crossarm mounting bracket. Arrester shall be designed and tested in full accordance of Standard ANSI C62.11.

Performance Standards:
Arrester Rating: 10 kV
MCOV (Maximum Continuous Operating Voltage): 8.4 kV
Front of Wave (FOW) Protective Level (kV crest): 35 kV
Maximum discharge voltage @ 40kA, 8 X 20 µs: 40 kV
Switching Surge Protective Level (50 µs X 500A): 26 kV
Overall Maximum Polymer Housing Length: 10”

High Current/Short Duration- Withstand: 100 kA
Low Current/Long Duration- Withstand: 250 A
Short Circuit Withstand: 20 kA symmetrical @ 10 cycles
(When testing in accordance with ANSI C62.11-2012)

Delivery Standards:
Arresters shall be indelibly marked with manufacturer's name and rating data, and be shipped in marked cartons or bags suitable for indoor storage.

Types Accepted:

Manufacturer	***Product***
MACLEAN/JOSLYN	ZHP010-0C00100
COOPER	UHS10050A1A1B1A
HUBBELL/OHIO BRASS	213709-7324
ALUMAFORM	AHD-10B-1GA-1X1-1X

… or approved equivalent.

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

Specification reviewed by: _____

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:** _____

Company Name: _____

Furnish And Deliver:

ITEM	QTY.	UOM	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1-170-010	1600	E.A.	ARRESTER, 10 KV, HEAVY-DUTY, CROSSARM MOUNTING 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

ATTACHMENT D: EQUAL EMPLOYMENT OPPORTUNITY

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

a) The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Section of this Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further OWNER Contracts.

e) The Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

EQUAL EMPLOYMENT OPPORTUNITY

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

_____
Corporate Name

ATTEST:

_____ _____
(Assistant) Secretary (Vice) President

(CORPORATE SEAL)

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

BY: _____ (Seal)

WITNESS:

_____

ATTACHMENT E: NONDISCRIMINATION CLAUSE

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

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

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

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

_____
Corporate Name

ATTEST:

_____ BY: _____
(Assistant) Secretary (Vice) President

_____ BY: _____
(Printed Name) (Printed Name)

(Corporate Seal)

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

BY:_____(SEAL)

_____
(Printed Name)

WITNESS:

_____

_____
(Printed Name)

ATTACHMENT F: NON-COLLUSIVE AFFIDAVIT

State of_____)
)
County of _____)

_____being first duly sworn, deposes and says that:

(1) He is the_____
(Owner, Partner, Officer, Representative or Agent)
of_____the BIDDER that has submitted the attached BID;

(2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

(3) Such BID is genuine and is not a collusive or sham BID;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, or cost elements of the BID price or the BID price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

BY _____

ITS _____
(Title)

Subscribed and sworn to before me this _____ day of _____ , 20 ___ .

_____
Notary Public

My Commission Expires:

_____

END OF AFFIDAVIT

ATTACHMENT G: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned ____certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ATTACHMENT H: BUILD AMERICA, BUY AMERICA (BABA) GUIDANCE FOR GRIP PROJECTS

This guidance summarizes the requirements of the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117–58.
BABA mandates that federally funded infrastructure projects use iron, steel, manufactured products, and construction materials produced in the United States.

For projects funded through federal infrastructure programs such as the U.S. Department of Energy (DOE) Grid Resilience and Innovation Partnerships (GRIP) program or the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC), Hazard Mitigation Grant Program (HMGP), and Public Assistance (Permanent Work Categories C–G), compliance with BABA is required unless a waiver is granted by the funding agency.

If FEMA determines that the funded work does not constitute “infrastructure” or that an approved waiver applies, BABA requirements may not apply.
Recipients and contractors must nevertheless acknowledge awareness of potential applicability and provide compliance documentation if required by FEMA or DOE.

Primary Guidance Sources:

- DOE: https://www.energy.gov/management/build-america-buy-america
- FEMA: https://www.fema.gov/grants/policy-guidance/build-america-buy-america

Subrecipients and contractors must submit the executed BABA Compliance Certification and any waiver requests with their bid package.
Waiver requests must be submitted to the appropriate state agency for forwarding to the federal funding agency:

- DOE-funded projects → North Carolina Department of Environmental Quality (NC DEQ)
- FEMA-funded projects → North Carolina Emergency Management (NCEM)

Contents

1) Compliance Certification for Federally Funded Projects

2) BABA Waiver Instructions

3) Materials Covered by BABA

4) Template Compliance Certification for Materials Covered by BABA

5) Template De Minimis List
1.

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

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

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

BABA WAIVER INSTRUCTIONS

BABA allows waivers only in the following cases:

1) Application would be inconsistent with the public interest;

2) Products are not produced in the U.S. in sufficient and reasonably available quantities and of satisfactory quality; or

3) Use of U.S. products would increase the total project cost by more than 25%.

Waiver requests must be submitted to the appropriate state recipient agency for review and transmittal to the federal funding agency for final determination:

- DOE Projects → NC DEQ
- FEMA Projects → NCEM

For current federal guidance and waiver templates, visit:

- DOE: https://www.energy.gov/management/build-america-buy-america
- FEMA: https://www.fema.gov/grants/policy-guidance/build-america-buy-america

MATERIALS COVERED BY BABA

Under the Build America, Buy America Act (BABA), iron and steel products, manufactured products, and construction materials must be produced in the United States for all infrastructure projects receiving federal financial assistance, including those funded by the United States for all federally funded infrastructure projects, including those administered by DOE or FEMA.

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

1) Iron and Steel Products (e.g., pipe, rebar, manhole covers, flanges, valves, structural steel)

2) Manufactured Products (must meet cost-of-components threshold per DOE guidance)

3) Construction Materials, including:

    a) Non-ferrous metals (e.g., copper, aluminum)
    b) Plastic and polymer-based products (e.g., PVC pipe, geotextiles)
    c) Glass (e.g., windows, doors, fiber optic cable)
    d) Lumber and engineered wood products
    e) Drywall and gypsum board
    f) Composite building materials
    g) Other materials as designated by DOE

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

TEMPLATE COMPLIANCE CERTIFICATION FOR MATERIALS COVERED BY BABA

Manufacturer Company Name: _____

Company Address: _____

GRIP Project Name and Project Number: _____

Project Location: _____

I_____, (authorized representative), hereby certify that the following iron, steel, manufactured products, and/or construction materials supplied for the above-referenced project are fully compliant with the Build America, Buy America (BABA) requirements mandated by the Infrastructure Investment and Jobs Act of 2021 (Pub. L. 117–58, §§ 70901–70953).

Product Description	Part Number	Material Category	Final Manufacturing Location
1)			
2)			
3)			

I further certify that:

- The listed materials were produced in the United States in accordance with 2 CFR Part 184; and
- Final manufacturing occurred in the United States, and where applicable, the 55% domestic content threshold for manufactured products has been met.

If any of the above compliance statements change, the manufacturer will immediately notify the prime contractor and project owner.

Authorized Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

Phone Number: _____

Date: _____

TEMPLATE DE MINIMIS LIST FOR BABA COMPLIANCE

GRIP Project Name and Number: _____

Prime Contractor: _____

Subcontractor (if applicable): _____

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

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

Total Estimated De Minimis Value: $_____

Total Covered Material Value: $_____

% of De Minimis Items: _____% (must not exceed 5%)

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

Submitted by:

Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____

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.

SAMPLE

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;

SAMPLE

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

SAMPLE

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

SAMPLE

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: _____

SAMPLE

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

By: _____
Rhonda Graham, Chief Financial Officer

Approved as to form:

_____
Legal Dept.

SAMPLE

ATTACHMENT J: FEDERAL UNIFORM GUIDANCE AND GRIP GRANT PROVISIONS

Exhibit B

FEDERAL UNIFORM GUIDANCE AND GRANT CONTRACT PROVISIONS

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

1. Equal Employment Opportunity. *– required for construction work (UG)*

During the performance of the Agreement, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of the Agreement or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

2. Davis- Bacon Act – *required for all construction work (UG)*

(1) ***Minimum wages*** —
(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or

mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) ***Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(*1*) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(*2*) The classification is used in the area by the construction industry; and

(*3*) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) ***Conformance.***

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is used in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage

and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iv) ***Fringe benefits not expressed as an hourly rate.*** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(v) ***Unfunded plans.*** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
(vi) ***Interest.*** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) ***Withholding*** —
(i) ***Withholding requirements.*** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
(ii) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
(B) A contracting agency for its reprocurement costs;
(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
(D) A contractor's assignee(s);

(E) A contractor's successor(s); or
(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) ***Records and certified payrolls*** —
(i) ***Basic record requirements*** —
(A) ***Length of record retention.*** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
(B) ***Information required.*** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
(C) ***Additional records relating to fringe benefits.*** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
(D) ***Additional records relating to apprenticeship.*** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
(ii) ***Certified payroll requirements*** —
(A) ***Frequency and method of submission.*** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
(B) ***Information required.*** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347

is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) ***Statement of Compliance.*** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(*1*) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(*2*) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) ***Use of Optional Form WH-347.*** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) ***Signature.*** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) ***Falsification.*** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) ***Length of certified payroll retention.*** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) ***Contracts, subcontracts, and related documents.*** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) ***Required disclosures and access*** —

(A) ***Required record disclosures and access to workers.*** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) ***Sanctions for non-compliance with records and worker access requirements.*** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be

necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
(C) ***Required information disclosures.*** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) ***Apprentices and equal employment opportunity*** —
(i) ***Apprentices*** —
(A) ***Rate of pay.*** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(B) ***Fringe benefits.*** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
(C) ***Apprenticeship ratio.*** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually

performed.
(D) ***Reciprocity of ratios and wage rates.*** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
(ii) ***Equal employment opportunity.*** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of ligibility.***
(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

3. Compliance with the Copeland “Anti-Kickback” Act. *- required for construction work valued*

at $2,000.00 or more (UG)

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

4. Contract Work Hours and Safety Standards Act. *- required for mechanic and laborer work valued $100,000.00 or more (UG)*

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

5. Clean Air Act and the Federal Water Pollution Control Act. *- required for agreements valued at $150,000.00 or more (UG)*

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.
§ 7401 et seq.

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

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

Federal Water Pollution Control Act

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

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

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

6. Debarment and Suspension. *- required for agreements valued $25,000.00 or more (UG)*

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. §

180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Fayetteville Public Works Commission. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Fayetteville Public Works Commission, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

7. Byrd Anti-Lobbying Amendment. *- required for agreements valued at $100,000.00 or more (UG)*

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

8. Procurement of Recovered Materials. *- required for agreements valued at $10,000.00 or more (US DOE/NC DEQ)*

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

(i) Competitively within a timeframe providing for compliance with the Agreement's performance schedule;

(ii) Meeting the Agreement's performance requirements; or

(iii) At a reasonable price.

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

http://www.epa.gov/cpg/products.htm.

9. Prohibition on Contracting for Covered Telecommunications Equipment or Services. - *required for all (US DOE/NC DEQ)*

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

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

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

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

Critical technology means–
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).
Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately

delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

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

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

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

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

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

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

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of

such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

10. Domestic Preferences for Procurements. - *required for all (US DOE/NC DEQ)*

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

For purposes of this clause:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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

11. Additional U.S. Department of Energy (DOE) Grant Requirements *(US DOE/NC DEQ)*

This Agreement is federally funded under the DOE GRIP Program administered by the North Carolina Department of Environmental Quality (NC DEQ). The following provisions apply in

addition to Sections 1–10 above:

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

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

(b) System for Award Management (SAM) Registration

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

(c) Prohibition on Certain Telecommunications and Video Surveillance Equipment

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

(d) Foreign Talent Programs / Conflict of Interest

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

(e) Domestic Performance Requirement

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

(f) Record Access and Retention

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

(g) Required Reporting and Cooperation

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

ATTACHMENT K: 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 L: 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 M: ECONOMIC IMPACT DISCLOSURE FORM

Prime Contractor: _____
Address & Phone: _____
Project: _____
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
Ex. ABC Company *Ex. DEF Enterprise* *Ex. GHI Incorporated*	*SDBE – NC HUB M* *SLS – PWC* *Local – Fayetteville*	*Hauling* *Paint* *Tire Repair*	*$25,000.00* *$600.00* *$2,000.00*

_____
Signature

_____, _____
Printed Name Title

_____
Date

ATTACHMENT N: 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 D: Equal Employment Opportunity	**Required**. Submit the completed and properly executed form.
6	Attachment E: Nondiscrimination Clause	**Required**. Submit the completed and properly executed form.
7	Attachment F: Noncollusive Affidavit	**Required**. Submit the completed and notarized affidavit.
8	Attachment G: Certification Regarding Lobbying	**Required**. Submit the completed and signed certification and any required lobbying disclosure.
9	Attachment H: Build America, Buy America (BABA) Forms	**Required when BABA applies.** Submit the applicable completed certification, supporting manufacturer documentation, and any proposed waiver or de minimis documentation.
10	Attachment K: Form of Exceptions – Specifications	**Conditional**. Submit with the bid if proposing any exceptions or deviations from the specifications.
11	Attachment L: Form of Exceptions – Sale of Goods Agreement	**Conditional**. Submit with the bid if proposing any exceptions to the Agreement.
12	Attachment M: 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.
13	References	**Recommended**/**Conditional**. Up to three references demonstrating experience supplying similar materials or equipment. Required only when expressly stated in the IFB.