



REQUEST FOR BID

PWC2425030

UNDERGROUND FACILITIES INSPECTIONS

Date of Issue: October 15, 2024

Bid Due Date: October 31, 2024

4:00 p.m.

Direct all inquiries concerning this RFB to:

JoAnn Bowman

Procurement Advisor

procurement@faypwc.com

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**ADVERTISEMENT FOR BID
FAYETTEVILLE PUBLIC WORKS COMMISSION
UNDERGROUND FACILITIES INSPECTIONS**

**Cumberland County
North Carolina**

Bids are solicited and will be received at the Fayetteville Public Works Commission, Administration Building, Procurement Department, 955 Old Wilmington Road, Fayetteville, NC 28301, until **4:00 p.m., EST Thursday, October 31, 2024**, for the **UNDERGROUND FACILITIES INSPECTIONS**.

The scope of work includes inspecting, labeling, and painting surface-mounted equipment, ensuring compliance with safety regulations, and submitting detailed inspection reports. Successful bidders must meet specific qualifications, including a minimum of eight years of experience in the utility inspection industry and compliance with EPA, OSHA, and DOT standards. The agreement will also require coordination with property owners and adherence to strict safety and environmental guidelines.

Enclosed please find the Instructions to Bidders, Scope of Work, and Bid Pricing Form. Bids shall be submitted on the forms provided herein, or exact copies thereof, and the bidder shall return one copy of the entire bid packet along with the completed Bid Pricing Form and any other information specified in the bid documents.

Questions regarding this bid must be submitted in writing to the attention of JoAnn Bowman, at procurement@faypwc.com no later than **5:00 p.m., EST Tuesday, October 22, 2024**, in order to be considered for a response.

Emailed bids must be sent to JoAnn Bowman, Procurement Advisor, Fayetteville Public Works Commission, at procurement@faypwc.com. The email subject line must be "**PWC2425030 UNDERGROUND FACILITIES INSPECTIONS**". Only electronic submissions via email will be accepted.

Fayetteville Public Works Commission reserves the right to reject any or all bids for any reason determined by PWC to be in its best interest, or to award the bid to the lowest responsible bidder or bidders, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

FAYETTEVILLE PUBLIC WORKS COMMISSION
Candice Kirtz
Director of Supply Chain

**INSTRUCTIONS TO BIDDERS
FAYETTEVILLE PUBLIC WORKS COMMISSION
UNDERGROUND FACILITIES INSPECTIONS**

PURPOSE AND BACKGROUND

The purpose of this bid process is to procure the services for the inspection, maintenance, and repair of PWC’s pad mount transformers and related equipment. The successful bidder will be responsible for ensuring that PWC’s transformers meet all safety, operational, and regulatory standards, while also providing timely and accurate reporting of equipment conditions.

PWC manages a large network of pad mount transformers and other electrical infrastructure that requires regular inspection and maintenance to ensure reliability and public safety. This bid process is part of PWC’s ongoing efforts to maintain its infrastructure in accordance with federal, state, and local regulations. The successful bidder must demonstrate the capability to perform the required work with a high level of technical expertise, particularly in the inspection and remediation of transformers and related equipment. The successful bidder will also be expected to communicate effectively with both PWC and property owners, ensuring minimal disruption during the execution of the contract.

RFB SCHEDULE

The following table shows the schedule of events to prepare your organization’s response. The key deadlines and targeted dates for this process are as follows:

Action	Responsibility	Date/Time
Submit Written Questions	Bidders	Tuesday, October 22, 2024, 5:00 p.m.
Provide Response to Questions	PWC	Thursday, October 24, 2024, 5:00 p.m.
Submit RFB	Bidders	Thursday, October 31, 2024, 4:00 p.m.
Award RFB	PWC	Tuesday, November 5, 2024, 4:00 p.m.
Service Agreement Target Start Date	PWC & Bidder	Thursday, November 7, 2024

QUESTIONS

Written questions shall be e-mailed to procurement@faypwc.com by the date and time specified in the RFB schedule. Firms will enter “**RFB PWC2425030 – Questions**” as the subject of the email.

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

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

REFERENCES

Bidders are encouraged to provide at least three (3) references where your company has provided services similar to those outlined in the scope of work in Attachment A. PWC may contact these references to evaluate whether the bidder's performance met expectations and aligned with industry standards. The information gathered may be used in the bid evaluation process. If PWC is listed as a reference, it may be included as one of the three (3) required references.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL
Fayetteville Public Works Commission, if applicable			

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

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

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

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

In accordance with PWC's MWDBE Program, the goal shall be to award four percent (**9%**) of the total contract dollars to MBE firms and four percent (**4%**) to WBE firms. A complete copy of PWC's MWDBE Program is available for inspection at PWC Procurement Department.

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

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

1. Attending pre-bid meetings scheduled by the department;
2. Identifying selected specific items of the project which could be executed by a MWDBE;
3. Soliciting MWDBE service provider participation in a reasonable time before the proposals are due through advertisements in circulation media, trade publications, and minority-focused media;
4. Contacting local firms, firms owned by minorities or women, and associations or business development centers which disseminate information to local businesses and businesses owned by minorities or women in a timely manner to allow sufficient time for MWDBEs to respond;
5. Following up on initial solicitations of interest by contacting the MWDBE to determine whether the MWDBE was interested in performing specific items of the project;
6. Attempting to enter into joint venture or partnership arrangements with MWDBEs and provide interested MWDBEs with information about the requirements for the project;
7. Providing assistance to MWDBEs in the review of proposals and work to be done by sub-service providers;
8. Using available directories of certified MWDBEs and other available resources;
9. Ensuring that the proposer negotiated in good faith with the MWDBE and did not unjustifiably reject as unsatisfactory quotes prepared by any Minority, Women, or Disadvantaged Business Enterprise;
10. Making every effort to obtain Minority, Women, or Disadvantaged Business Enterprise participation that could reasonably be expected to produce a level of participation sufficient to meet the goals of PWC; and
11. Providing interested minority, women, and disadvantaged businesses with information relative to project requirements.

VENDOR REGISTRATION VIA ISUPPLIER

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

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

SUBMISSION INSTRUCTIONS

- 1) Bids should be complete and carefully worded and should convey all the information requested in the RFB. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the requirements of the RFB. Emphasis should be on completeness and clarity of content. If the bid includes any

comment over and above the specific information requested in the RFB, the bidder should include this information as a separate appendix to its bid. Bids that include clarifications or modifications to any of the RFB's contractual requirements, or a bidder's standard terms and conditions, may be deemed non-responsive and not considered for award at PWC's discretion.

- 2) Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the RFB. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration. PWC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of a Service Agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reasons for PWC's action.
- 3) Bids may be withdrawn by the bidder only in writing and if receipt of such withdrawal is acknowledged by PWC prior to the time for the bid submittal deadline identified in the Advertisement for Bidders (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the bidder's letterhead and signed by an official of the bidder duly authorized to make such request. Any withdrawal request made after the bid submittal deadline shall be allowed only if the price bid was based upon a mistake that constituted a substantial error, provided the bid was submitted in good faith, and then only pursuant to the terms of N.C.G.S. § 143-129.1.
- 4) Emailed bids must be sent to JoAnn Bowman, Procurement Advisor, Fayetteville Public Works Commission, at procurement@faypwc.com. The email subject line must be "**PWC2425030 UNDERGROUND FACILITIES INSPECTIONS**". Only electronic submissions via email will be accepted.
- 5) Bids will be examined promptly after the due date and an award will be made at the earliest possible date. Bids must be held firm for PWC for a period of sixty (60) days after the bid due date. A purchase order will be issued to the awarded bidder.
- 6) Bidders shall submit prices only on the Bid Pricing Forms provided herein, or exact copies thereof (See **ATTACHMENT D – BID PRICING FORM**). Failure to provide full and complete Bid Pricing Forms using the form provided herein will result in a bid being deemed non-responsive.
- 7) All bids must be signed by an authorized official of the bidder. Bids may be rejected for any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.
- 8) Do not submit alternate bids unless specifically called for on the Bid Pricing Forms.

PRICING

- 1) All bidders are advised to include all costs incurred by the bidder in providing the **UNDERGROUND FACILITIES INSPECTIONS** to the PWC in their bid submittal.

EVALUATION AND AWARD

- 1) The award is subject to approval by the Electric Systems Construction Department.
- 2) PWC reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Bidder prior to award, and during the Service 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 Service Agreement.
- 3) PWC reserves the right to request additional information from bidders to aid in the evaluation process. This information may include but is not limited to, financial statements, a reference list of contracts of similar size, etc.
- 4) PWC reserves the right to make a single award for all items or may award separate contracts to multiple bidders for various items to the lowest responsive, responsible bidder or bidders, taking into consideration product quality, performance to PWC, and conformity with the specifications in these bid documents. PWC may also consider, among other things, the Bidder's past performance conduct on other contracts, and other information as PWC deems necessary to assist in the evaluation of any bid.
- 5) The Service Agreement will be awarded for a period of two (2) years to begin on or about November 1, 2024.
- 6) It is the intent of PWC that all pricing remain firm for the entire two (2) year term.

PERFORMANCE AND PAYMENT

- 1) Bid price shall constitute the total cost to PWC for complete performance in accordance with the requirements and scope of work herein, including all applicable charges handling, administrative, and other similar fees. The bidder shall not invoice for any amounts not specifically allowed for in this RFB. Complete **ATTACHMENT B: PRICING FORM** and include it in the bid.
- 2) Payment for equipment, material, supplies, etc. purchased pursuant to this bid shall be made by Public Works Commission approximately thirty days after the same has been delivered, inspected, approved and the invoice received in the PWC Accounts Payable Office, P.O. Box 1089, Fayetteville, North Carolina 28302.

TRANSITION ASSISTANCE

- 1) If a PWC Service Agreement results from this solicitation, and said Agreement is not renewed at the end of the then current term or is terminated prior to its expiration for any reason, at the option of PWC, Bidder shall provide transition assistance to PWC for up to three (3) months following termination or expiration of the Agreement to allow for the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to PWC or its designees. If PWC exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Agreement (notwithstanding this expiration or cancellation), except for those Agreement terms or conditions that do not reasonably apply to such transition assistance. PWC shall agree to pay the Bidder for any resources utilized in performing such transition assistance at the most current rates provided by the Bidder for performance of the Services or other resources utilized. Upon request of

PWC, Bidder agrees to deliver an amendment to the Agreement in form and substance reasonably acceptable to the parties memorializing the extension of the term as contemplated above.

ATTACHMENT A: SCOPE OF WORK

GENERAL

This specification is intended as a basis for the inspection and maintenance of pad mount transformer cabinets and other similar enclosures and sets forth minimum requirements, duties, and expected responsibilities of the successful bidder. All cables and equipment will be re-labeled by the successful bidder as defects are found in the field. All surface-mounted equipment will be painted as necessary based on their condition at the time of the inspection.

REQUIREMENTS

The successful bidder shall provide all supervision, labor, tools, equipment, reports, forms, transportation, and most materials unique to the contract required for the inspection, repair, and protection of PWC's transformers.

- Be responsible for notifying property owners and the general public as to work being performed.
- Notify PWC immediately in the event that the successful bidder unintentionally or accidentally causes an interruption or outage of PWC equipment and/or its customers.
- Cabinets with a priority rating or immediate threat to public safety will be communicated directly to PWC for their immediate attention.
- As part of the quality control process, the successful bidder will align with PWC to review a predetermined sample number of cabinets on a monthly basis.

PWC will furnish copies of the specifications and maps showing locations of transformers, which are subjects for inspection.

The successful bidder is required to have a minimum of 8 years' experience in the inspection, repair, and protection of in-service pad mounts and vault-style transformers. The successful bidder must have documented policies conforming to Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and Department of Transportation (DOT). These policies must include the Safety Manual and OSHA regulations involving personal protective equipment.

The successful bidder will be required to submit a health and safety plan upon award.

PERSONNEL QUALIFICATIONS

Professional in-service pad mount and vault-style transformer inspection specialists must perform all internal component and enclosure inspections.

They must be trained, certified, and knowledgeable in the safe inspection methods of in-service transformers and have the skills and experience necessary to help protect themselves and their fellow employees from injury during the course of their normal duties.

Appropriate supervision will be provided by the successful bidder as well as adequate communication, tools, supplies and safety equipment for the work to be performed in a safe manner.

It is further understood by and between the parties that in the performance of the work required under the contract, the successful bidder will be required to work near, about, adjacent to, and in the vicinity of energized (HOT) lines, transformers, or other equipment of PWC. The successful bidder shall adhere to all safety equipment requirements and standards.

Supervision of transformer inspection shall be performed using full-time supervisors with experience in in-service transformer inspection.

Personnel who are not specifically qualified for the inspection and remediation of in-service structures, as outlined above, shall not be assigned inspection duties from other contractual work.

PWC reserves the right to ask for evidence of previous experience and training in the form of letters of reference and test results. Personnel are subject to approval by the PWC before awarding the contract or at any time thereafter.

WORKMANSHIP AND DAMAGES

All work shall be performed in a professional manner in accordance with this specification and all applicable Federal and State regulations. The successful bidder shall at all times exercise care to reduce injury to any persons and to reduce damage to any property during performance of the work.

PWC acknowledges that the successful bidder cannot in any way assume responsibility for damage or injuries caused by factors or variables outside of the successful bidder's control.

WARRANTY

Unless otherwise specified in the Agreement or Purchase Order, the successful bidder warrants that for a period of one (1) year from the date of inspection, the workmanship will conform to the Contract Documents or Owner's specifications and will be performed with reasonable skill and care

Materials included in the project are not warranted by the successful bidder and would be addressed by their respective manufacturers or suppliers.

INSPECTION REPORTS

Detailed inspection reports shall be provided for all pad mount transformers inspected. The reports shall be provided no more than three weeks after the work is performed. The reports should include but not be limited to pad mount transformer number, KVA rating, manufacturer, internal inspection, and any maintenance items found during inspection.

ONLINE DELIVERY PLATFORM

Equipment identified during assessment as needing maintenance is flagged in the portal.

As a current customer PWC will have access to the project assessment data and retain the ability to update equipment status as needed. If no longer an active customer, data will be retained for 7 years from the date of service termination.

Additional data storage may be made available to the customer at additional cost under a separate long-term data storage agreement.

QUALITY CONTROL

A quality control inspection includes a field review of the data at each Piece of Equipment by the foreman, and then a review of the raw data before compilation for the summary report (collectively the "QC"). In the event that the Piece of Equipment fails the QC controls, the Piece of Equipment is re-inspected.

DISCREPANCIES AND CORRECTIVE ACTION

Any serious errors will be brought to the attention of the successful bidder. Corrective action, satisfactory to PWC, must be taken by the successful bidder to remedy the situation before the next quality control check.

FINAL INSPECTION

The responsible PWC representative shall verify that all aspects of the work have been completed before final acceptance. Field inspection reports, including any discovered problems, shall be documented and kept by both the successful bidder and PWC representatives. Work not inspected by PWC within ten (10) days of completion of all the work shall be deemed acceptable.

APPLICABLE LICENSES, BONDING, INSURANCE, AND MINIMUM QUALIFICATIONS

The successful bidder shall:

- At its expense, obtain all required State licenses and permits for operating a contracting business as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits for inspecting PWC equipment as described in these specifications. Contract employees requiring licensing by City, County or State Codes, shall not be allowed to work until said licenses are obtained.
- The successful bidder shall obtain, at its expense, permits or agreements from the proper Federal, State, and local governmental entities to execute work in their area.
- Have a minimum of eight (8) years' experience in the utility inspection/inventory business.

SAFETY AND ENVIRONMENTAL REQUIREMENTS

All of the work shall be in compliance with and conform to the requirements of the National Electrical Safety Code (ANSI C2 1993, or latest edition); OSHA, EPA, DOT, and any and all safety equipment that may be required to accomplish the work. The successful bidder must provide documentation confirming compliance with all applicable safety, environmental, and regulatory standards relevant to the work.

Flagging ribbon will be used in residential areas to give the public a safe distance from the work site.

PREPARATION

When work is to be done in close proximity to a home, the property owner should be notified of the inventory process. Brush will be trimmed/cut/removed from around the pad mount transformers to allow for proper inspection unless permission is denied by property owner. If permission is denied, the padmount transformer will be externally inspected only and denial will be indicated in the remark's column on the assessment report.

RESTORATION OF THE WORK SITE

BRUSH

If brush or vegetation is present at the structure location and this brush / vegetation impedes the inspection process, the inspection team will remove the brush from around the cabinet sufficient to perform a visual assessment of the cabinet condition. Brush removal will be conducted primarily with hand tools and will be the responsibility of the successful bidder.

Brush clearing will be utilized for accessing the structure for inspection purposes only. Brush clearing for inspection access purposes does not constitute as clearing wildfire fuel and not intended to replace the structure owner's vegetation management program.

Trees, shrubs, and other brush, in front of and to the side of the padmount cabinet that prevent opening or access by utility personnel will be reported to PWC for further attention.

Note severe brush encroachment and collect images.

DEBRIS

Grass and other debris will be removed from the immediate vicinity as necessary to permit safe field inspections.

WASTE REMOVAL

After inspections have been completed, all equipment, surplus materials and wastes resulting from inspections shall be collected and removed from the work area. Proper disposal of these materials shall be the responsibility of the successful bidder. The successful bidder shall comply with all local, state and federal requirements concerning the disposal of solid waste and hazardous waste.

INSPECTION

PART 1 – RISERS

The condition of both primary and secondary risers will be assessed at each pole location. Each inspector will be equipped with binoculars for use in conducting these inspections. Observations are to be made from as many lines of sight as required to inspect the riser installation.

Primary Risers will be checked for the following deficiencies:

- Switch installations will be checked for the following deficiencies:
 - a. Physical damage such as chipped porcelain, tracking, etc.
 - b. Damaged or missing load break arc suppression mechanism (Load break switch installations)
 - c. Missing or defective mounting hardware
- Fuse installations will be checked for the following deficiencies:
 - a. Physical damage such as chipped porcelain, tracking, etc.
 - b. Fuse barrel deterioration or damage
 - c. Missing or defective mounting hardware
- Lightning arrestor installations will be checked for the following deficiencies:
 - a. Failed arrestors
 - b. Physical damage such as chipped porcelain, tracking, etc.
 - c. Excessive lead lengths (Total lightning arrestor leads should not exceed 3')
 - d. Missing or defective mounting hardware
- Terminations will be checked for the following deficiencies:
 - a. Damaged stress cones
 - b. Damaged termination modules or skirts
 - c. Evidence of flashover or tracking
 - d. Damaged cable insulation
 - e. Evidence of neutral corrosion (Non-jacketed cable only)
 - f. Cable jacket not properly sealed (Jacketed cable only)
- Cables will be checked for the following deficiencies and information:
 - a. Improper labeling / absence of labeling
 - b. Absence of phase identification
 - c. Cable manufacture date
- Proper underground cable labelling shall be defined by each cable type (feeder, primary, secondary) and will follow a set standard. Reference Appendix A for detailed information on cable labelling practices.
- Supports will be checked for the following deficiencies
 - a. Wooden crossarms used as supports will be checked for defects of the wood including cracking, splitting or warping.
 - b. Steel brackets will be checked for defects in the steel including excessive corrosion, cracking, bending or warping.
 - c. Aluminum brackets will be checked for defects in the aluminum including cracking, bending or warping.
 - d. Fiberglass brackets will be checked for defects in the fiberglass including cracking, splintering and the deterioration of the fiberglass finish. The metal components will be checked for excessive corrosion
 - e. Cable not properly supported.
 - f. Missing or defective mounting hardware
- Damaged, broken or missing ground wire conductors (Metal support brackets) Conduits & U-Guards will be checked for the following deficiencies:
 - a. Gaps between sections of the conduit or u-guard

- b. U-guard with gaps between the pole and u-guard
- c. Conduit not securely fastened to the pole
- d. Damaged or defective stand-off brackets
- e. Stand-off brackets installed in a manner that a person could climb up the pole
- f. Vegetation or wildlife intrusion or damage
- g. Backfill needed at the base of the pole
- h. Damaged, broken or missing ground wire conductors (Metal Conduits & U-guards)
- i. Measure and record pole ground wire / ground rod resistance; threshold target is 25 ohms or less

Secondary Risers will be checked for the following deficiencies:

- Secondary Cable will be checked for the following deficiencies and information:
 - a. Damaged cable installation
 - b. Evidence of connector heating
 - c. Excessive secondary drip loops
 - d. Connectors improperly installed (Conductor open end facing up to allow water penetration, conductor insulation not properly sealed, etc.)
 - e. Cable manufacture date (where possible to determine)
- Conduits & U-Guards will be checked for the following deficiencies:
 - a. Gaps between sections of the conduit or u-guard
 - b. U-guard with gaps between the pole and u-guard
 - c. Conduit not securely fastened to the pole
 - d. Damaged or defective stand-off brackets
 - e. Stand-off brackets installed in a manner that a person could climb up the pole
 - f. Vegetation or wildlife intrusion or damage
 - g. Backfill needed at the base of the pole
 - h. Damaged, broken or missing ground wire conductors (Metal Conduits & U-guards)

All riser installations will be rated as either "Pass" or "Fail". The successful bidder will provide the results in an electronic format acceptable to the Public Works Commission. The database will include the following data for each pole location inspected:

- 1) Pole Number
- 2) GPS coordinates
- 3) Circuit information
- 4) Riser Type (1Ø Primary, 3Ø Primary, 1Ø Secondary, 3Ø Secondary, etc.)
- 5) Overall Riser Installation Rating (Pass or Fail)
- 6) Defects Identified (List specific defects observed including type of insulator and location on the pole)
- 7) Cable Manufacture Date
- 8) Company or Firm Name
- 9) Inspector's Name
- 10) Date Inspected

PART 2 – SURFACE MOUNTED EQUIPMENT INSTALLATIONS

The condition of all surface mounted equipment will be assessed at each equipment location. Each inspector must be experienced and qualified to open both live and dead front enclosures.

Adequate personal safety equipment will be required in accordance with the safety procedures of the Public Works Commission.

Surface mounted equipment will be inspected for the following deficiencies:

- Transformers will be checked for the following deficiencies:
 - a. External components
 - i. Cabinet or enclosure damage (Needs painting, rusting, voids that would allow something to be slid into the enclosure, broken hinges, vandalism, etc.)
 - ii. Missing warning signs (Inside Cabinet and Outside Cabinet)
 - iii. Missing location tags
 - iv. Locking mechanism defects (Missing padlocks, locking bolt not working, etc.)
 - v. Pad damage or deterioration
 - vi. Ditches that need additional backfill
 - vii. Pad (Surface or Box) not level
 - viii. Cabinet stray voltage
 - ix. Cabinet high temperature
 - x. 3rd Party Attachments to lifting bolts. Remove lifting bolts and foreign ground attachments (CATV and Telecom) and cut off below grade
 - xi. Access to opening permanently restricted (Building, landscaping, fence, etc.) *Notify PWC of landscaping violations and take action within 10 working days of notification.*
 - xii. Evidence of oil leaks
 - b. Internal components
 - i. Oil leaks
 - 1. Tank
 - 2. Pressure release valve
 - 3. Bay-o-net Fuse wells
 - 4. Primary Busing wells
 - 5. Secondary bushings
 - ii. Grounding
 - 1. Damaged, broken or missing ground wire conductors or straps
 - 2. Ground rod clamp not tight
 - 3. Primary neutrals not properly connected to system neutral
 - 4. Measure Ground electrode Resistance reading at each Transformer; threshold target is 25 ohms or less.
 - a. If grounding is found in disrepair, notify PWC
 - iii. Damaged pressure relief valves
 - iv. Damaged or missing fault indicators. All vintage fault indicators will be replaced with replaced with Power Delivery Products FCI equipped with remote fiber optic indications, PWC Stock code 1-118-030
 - v. Primary Bushings
 - 1. Live front installations will be visually assessed for:
 - a. Damaged stress cones
 - b. Damaged termination modules or skirts
 - c. Evidence of flashover or tracking
 - d. Damaged cable insulation
 - e. Evidence of neutral corrosion (Non-jacketed cable only)

- f. Cable jacket not properly sealed (Jacketed cable only)
- g. Evidence of heating (Primary connectors, buss bars, etc.) - (Thermographic Scan on single phase units; Thermographic Scan and Image Collection Required on all 3 Phase Equipment to verify heating problems in excess of 15 degrees F).

All live front equipment will be cleared and opened by qualified PWC personnel. Once assessment has been completed the equipment will be closed and secured by qualified PWC personnel.

- 2. Dead front installations
 - a. Cable jacketed or unjacketed?
 - b. Damaged elbows (Evidence of heating, swelling, etc.)
 - c. Evidence of neutral corrosion (Non-jacketed cable only)
 - d. Cable jacket not properly sealed (Jacketed cable only)
 - e. Failed lightning arrestors
 - f. Vacant bushings not capped properly (Parking stands, open points, etc.)
 - g. Exposed insulation below termination
 - h. Melted insulation (candle-sticking)
 - i. Missing or decayed insulation
 - j. Stress Cones below termination
 - k. Scorched cable insulation
 - l. Signs of arcing inside cabinet door
 - m. Sharp cable bend below termination
 - n. Tension on termination/bushing due to shifted pad
 - o. Insulation Damage
 - p. Loose Elbow
 - q. Blown Arrestor
 - r. Signs of excessive heat or arcing.
 - s. Tension on conductor cable due to cabinet movement
 - t. Primary cable in offset bracket (Stood off)
- 3. Evidence of heating (Primary components, elbows, etc.) - (Thermographic Scan on single phase units; Thermographic Scan and Image Collection Required on all 3 Phase Equipment to verify heating problems in excess of 15 degrees F)
- 4. Labeling
 - a. Proper phase identification
 - b. Cable Manufacture Date
 - c. Reference Appendix A for detailed information on cable labelling practices.
- vi. Secondary bushings
 - 1. Damaged buss bars
 - 2. Evidence of heating (Connectors, buss bars, etc.) - (Thermographic Scan on single phase units; Thermographic Scan and Image Collection Required on all 3 Phase Equipment to verify heating problems in excess of 15 degrees F)
 - 3. Damage cable insulation
 - 4. Cable insulation not properly sealed

5. Ground wire coming in contact with secondary terminations.
 6. Check for tension, pinched or kinked cables
 7. Labelling
 - a. Reference Appendix A for detailed information on cable labelling practices.
 - vii. Conduits
 1. Missing conduit bushings on metal conduits
 2. Conduit bushings not grounded on metal conduits
 3. Broken or jagged conduits (Potential to damage conductors)
 4. Inner duct damaged or deteriorated (When installed)
 - viii. Vegetation or wildlife intrusion or damage
- Junction boxes will be checked for the following deficiencies:
 - a. External components
 - i. Cabinet or enclosure damage (Needs painting, rusting, voids that would allow something to be slid into the enclosure, broken hinges, vandalism, etc.)
 - ii. Missing warning signs
 - iii. Missing location tags
 - iv. Locking mechanism defects (Missing padlocks, locking bolt not working, etc.)
 - v. Pad damage or deterioration
 - vi. Ditches that need additional backfill
 - vii. Pad (Surface or Box) not level
 - viii. Access to opening permanent restrictions (Building, landscaping, fence, etc.)
 - b. Internal components
 - i. Grounding
 1. Damaged, broken or missing ground wire conductors or straps
 2. Ground rod clamp not tight
 3. Ground electrode Resistance reading; threshold target is 25 ohms or less.
 - a. If grounding is found in disrepair, notify PWC
 - ii. Damaged or missing fault indicators
 - iii. Primary Bushings
 1. Live front installations will be visually assessed for:
 - a. Buss
 - i. Evidence of heating
 - ii. Buss not properly supported
 - b. Damaged stress cones
 - c. Damaged termination modules or skirts
 - d. Evidence of flashover or tracking
 - e. Damaged cable insulation
 - f. Evidence of neutral corrosion (Non-jacketed cable only)
 - g. Cable jacket not properly sealed (Jacketed cable only)
 - h. Evidence of heating (Primary connectors, buss bars, etc.) - (Thermographic Scan on single phase units; Thermographic Scan and Image Collection Required on all 3 Phase Equipment to verify heating problems in excess of 15 degrees F)

- i. Evidence of heating
 - ii. Bus not properly supported
- i. Damaged elbows (Evidence of heating, swelling, etc.)
- j. Damaged cable insulation
- k. Evidence of neutral corrosion (Non-jacketed cable only)
- l. Cable jacket not properly sealed (Jacketed cable only)
- m. Failed lightning arrestors
- n. Vacant bushings not capped properly (Parking stands, open points, etc.)
- o. Evidence of heating (Primary components, elbows, etc.) - (Thermographic Scan and Image Collection Required at 3 Phase Equipment to verify heating problems in excess of 15 degrees F)

All live front equipment will be cleared and opened by qualified PWC personnel. Once assessment has been completed the equipment will be closed and secured by qualified PWC personnel.

2. Dead front installations

- a. Barrier damage or voids
- b. Buss
 - i. Evidence of heating
 - ii. Buss not properly supported
- c. Damaged elbows (Evidence of heating, swelling, etc.)
- d. Damaged cable insulation
- e. Evidence of neutral corrosion (Non-jacketed cable only)
- f. Cable jacket not properly sealed (Jacketed cable only)
- g. Failed lightning arrestors
- h. Vacant bushings not capped properly (Parking stands, open points, etc.)
- i. Evidence of heating (Primary components, elbows, etc.) - (Thermographic Scan and Image Collection Required at 3 Phase Equipment to verify heating problems in excess of 15 degrees F)

3. Labeling

- a. Cable Manufacture Date
- b. Reference Appendix A for detailed information on cable labelling practices.

iv. Conduits

- 1. Missing conduit bushings on metal conduits
- 2. Conduit bushings not grounded on metal conduits
- 3. Broken or jagged conduits (Potential to damage conductors)
- 4. Inner duct damaged or deteriorated (When installed)

v. Vegetation or wildlife intrusion or damage

- Sectionalizing Cabinets will be checked for the following deficiencies:
 - a. External components
 - i. Cabinet or enclosure damage (Needs painting, rusting, voids that would allow something to be slid into the enclosure, broken hinges, vandalism, etc.)

- ii. Missing warning signs
 - iii. Missing location tags
 - iv. Locking mechanism defects (Missing padlocks, locking bolt not working, etc.)
 - v. Pad damage or deterioration
 - vi. Ditches that need additional backfill
 - vii. Pad (Surface or Box) not level
 - viii. Access to opening permanent restrictions (Building, landscaping, fence, etc.)
- b. Internal components
- i. Grounding
 - 1. Damaged, broken or missing ground wire conductors or straps
 - 2. Ground rod clamp not tight
 - 3. Ground electrode Resistance reading; threshold target is 25 ohms or less.
 - a. If grounding is found in disrepair, notify PWC
 - ii. Switches
 - 1. Live front installations will be visually assessed for:
 - a. Barrier damage
 - b. Physical damage such as chipped porcelain, tracking, etc.
 - c. Damaged operating mechanisms (Gang operated installations)
 - d. Damaged or missing load break arc suppression mechanism (Load break switch installations)
 - e. Missing or defective mounting hardware
 - f. Damaged stress cones
 - g. Damaged termination modules or skirts
 - h. Evidence of flashover or tracking
 - i. Damaged cable insulation
 - j. Evidence of neutral corrosion (Non-jacketed cable only)
 - k. Cable jacket not properly sealed (Jacketed cable only)
 - 2. Evidence of heating (Primary connectors, buss bars, etc.) - (Thermographic Scan on single phase units; Thermographic Scan and Image Co0llection Required on all 3 Phase Equipment to verify heating problems in excess of 15 degrees F)

All live front equipment will be cleared and opened by qualified PWC personnel. Once assessment has been completed the equipment will be closed and secured by qualified PWC personnel.

- 3. Labelling
 - a. Cable Manufacture Date
 - b. Reference Appendix A for detailed information on cable and switch labelling practices.
- 4. Dead front installations
 - a. Barrier damage or voids
 - b. Damaged elbows (Evidence of heating, swelling, etc.)
 - c. Damaged cable insulation
 - d. Evidence of neutral corrosion (Non-jacketed cable only)
 - e. Cable jacket not properly sealed (Jacketed cable only)

- f. Failed lightning arrestors
 - g. Vacant bushings not capped properly (Parking stands, open points, etc.)
 - h. Evidence of heating (Primary components, elbows, etc.) - (Thermographic Scan and Image Collection Required at 3 Phase Equipment to verify heating problems in excess of 15 degrees F)
- iii. Fuse installations
- 1. Dead front installations
 - a. Barrier damage or voids
 - b. Damaged elbows (Evidence of heating, swelling, etc.)
 - c. Damaged cable insulation
 - d. Fuse barrel deterioration or damage (If visible)
 - e. Evidence of neutral corrosion (Non-jacketed cable only)
 - f. Cable jacket not properly sealed (Jacketed cable only)
 - g. Failed lightning arrestors
 - h. Evidence of heating (Primary components, elbows, etc.) - (Thermographic Scan on single phase units; Thermographic Scan and Image Collection Required on all 3 Phase Equipment to verify heating problems in excess of 15 degrees F)
 - 2. Labelling
 - a. Cable Manufacture Date
 - b. Reference Appendix A for detailed information on cable labelling practices.
- iv. SF6-filled equipment (Switches, reclosers, etc.)
- 1. Live front installations will be visually assessed for:
 - a. Evidence of SF6I leaks
 - b. Physical damage such as chipped porcelain, tracking, etc.
 - c. Damaged operating mechanisms (Gang operated installations)
 - d. Operating mechanism grounding defects (Gang operated installations)
 - e. Damaged or missing load break arc suppression mechanism (Load break switch installations)
 - f. Missing or defective mounting hardware
 - g. Damaged stress cones
 - h. Damaged termination modules or skirts
 - i. Evidence of flashover or tracking
 - j. Damaged cable insulation
 - k. Evidence of neutral corrosion (Non-jacketed cable only)
 - l. Cable jacket not properly sealed (Jacketed cable only)

All live front equipment will be cleared and opened by qualified PWC personnel. Once assessment has been completed the equipment will be closed and secured by qualified PWC personnel.

- 2. Dead front installations

- a. Inspect pressure gauge to determine SF6 gas pressure levels
 - b. Barrier damage or voids
 - c. Damaged elbows (Evidence of heating, swelling, etc.)
 - d. Damaged cable insulation
 - e. Evidence of neutral corrosion (non-jacketed cable only)
 - f. Cable jacket not properly sealed (Jacketed cable only)
 - g. Failed lightning arrestors
 - h. Vacant bushings not capped properly (Parking stands, open points, etc.)
 - 3. Labelling
 - a. Cable Manufacture Date
 - b. Reference Appendix A for detailed information on cable labelling practices.
 - v. Conduits
 - 1. Missing conduit bushings on metal conduits
 - 2. Conduit bushings not grounded on metal conduits
 - 3. Broken or jagged conduits (Potential to damage conductors)
 - 4. Inner duct damaged or deteriorated (When installed)
 - vi. Vegetation or wildlife intrusion or damage
- Secondary Pedestals will be checked for the following deficiencies:
 - a. External components
 - i. Cabinet or enclosure damage (Needs painting, rusting, voids that would allow something to be slid into the enclosure, broken hinges, vandalism, etc.)
 - ii. Missing warning signs
 - iii. Missing location tags
 - iv. Locking mechanism defects (Missing padlocks, locking bolt not working, etc.)
 - v. Ditches that need additional backfill
 - vi. Access to opening permanent restrictions (Building, landscaping, etc.)
 - b. Internal components
 - i. Grounding
 - a. Damaged or missing ground conductors
 - b. Ground rod clamp not tight
 - c. Ground electrode resistance reading; threshold target is 25 ohms or less.
 - i. If grounding is found in disrepair, notify PWC
 - ii. Damaged buss bars
 - iii. Damaged cable installation
 - iv. Evidence of connector heating
 - v. Connectors improperly installed (Conductor insulation not properly sealed, etc.)
 - vi. Vegetation or wildlife intrusion or damage
 - c. Labelling
 - i. Cable Manufacture Date
 - ii. Reference Appendix A for detailed information on cable labelling practices.

All equipment installations will be rated as either “Pass” or “Fail”. All information will be documented in electronic format for import into the Public Works Commission’s GIS system. The database will include the following data for each equipment location inspected:

- 1) Location Number
- 2) GIS ID
- 3) Manufacturer
- 4) Serial Number
- 5) Equipment Type (1Ø Dead front Transformer, 3Ø Live front Transformer, 3Ø Switch Gear, etc.)
- 6) Work performed such as leveling, clearing, excavated box, rodent and ant removal, rodent and ant insecticide application, rust removal, and wash-out repair
- 7) Overall Equipment Installation Rating (Pass or Fail)
- 8) Defects Identified (List specific defects observed including type of insulator and location in or on the cabinet)
- 9) Company or Firm Name
- 10) Inspector’s Name
- 11) Date Inspected

PART 3 – ADDITIONAL REQUIREMENTS

All results of the field inspection will be reported in a “Pass” or “Fail” format. In order to be designated with a “Pass” classification, an installation must be free of defects or deficiencies. The existence of any defect or deficiency will result in a “Fail” designation.

The results of the field inspection will be included in a single database. This database will be provided to the Public Works Commission in an acceptable electronic format -CSV or Excel. Since the inspection results will be submitted on an on-going basis, the format used must allow for easily merging new data into the database. The specific software to be used in development of the database will be identified in each bid submitted.

In addition to the information listed above, the program supervisor will be responsible for the following items:

1. Development of a Quality Control Process that ensures compliance with the acceptance standards specified by the Public Works Commission.
2. Coordination with property owners and local authorities required to complete the field inspections.
3. Safety and training of the field inspection personnel.

Accuracy is of the utmost importance in the completion of these facility inspections. The Public Works Commission recognizes that their distribution system is subject to changes on an ongoing basis, therefore each bidder will specify an accuracy standard that they will adhere to for the purpose of these inspections. The accuracy standard will be specified as a percentage of the installations inspected. A detailed overview of not only the accuracy standard but the method by which the standard will be calculated will be furnished with each bid submitted.

MAINTENANCE

PAINTING REQUIREMENTS

Submittals

Submit two (2) copies of product data sheets, planned surface preparation methods; materials safety data sheets (MSDS) and application information for approval by PWC.

Safety Precautions

Please note the following:

- Meet all OSHA, Federal and State requirements, local regulations and PWC Safety Standards.
- Lead based paint is the responsibility of PWC; the successful bidder will advise as to the safest, most cost-effective method of remediation and will perform the work in compliance with all local, state, and federal codes including 29CFR1926.
- Protective equipment; dust mask, impermeable gloves, safety glasses, are required when preparing cabinet surfaces.
- Precautions will be taken for protection against fire, dust, fumes and skin contact. Ventilation should not be an issue in normal outdoor application conditions. However, if painting in enclosed locations suitable ventilation should be provided.
- Examine the components to which this work shall be applied and report any deficiencies or apparent conflict with this specification to PWC in writing. Work shall not proceed until such conditions have been remedied. Starting of painting work shall indicate the successful bidder's acceptance of the surface.
- Sufficient time shall be allowed to the successful bidder to permit proper application and curing of the special finishing materials.
- The successful bidder shall not apply coatings in rain, snow, fog, or mist unless using moisture-cured coating. Coatings shall not be applied when the steel surface temperatures exceed limits specified by the coating manufacturer.
- When possible, the successful bidder will advise PWC on methods and materials for increasing production efficiencies. Modifications of surface preparation, coating application method, curing times, number of coats, final dry thickness, or any other suggestions that may result in cost savings or increased quality.

Procedure for Cabinets with Lead-Based Paint

A "swab" type lead test will be performed to determine if lead-based paint is present. Positive tests will be reported to PWC and options will be addressed individually as cabinets are identified.

Codes and Standards

Unless otherwise required in this specification, the following publications shall govern the work:

- Steel Structures Painting Council (“SSPC”) Surface Preparation Specifications as found in the Steel Structures Painting Manual, Volume No. 2, Latest revisions.
- SSPC – SP1 Solvent Wipe
- SSPC - SP2 Hand Tool Cleaning
- SSPC – SP3 Power Tool Cleaning.

Repair of Cabinet Defects-

No need for refurbishment if over 25% damage, PWC will replace

- All damage to previous coats shall be repaired before application of any further coat of material.
- Areas with inadequate wet film coating thickness shall have additional compatible coatings applied until they meet this specification.
- Damaged or contaminated areas shall be cleaned as originally specified and the full coating system reapplied in accordance with this specification.

Surface Preparation: General

The surface preparation procedures are as follows:

- Perform all preparation and cleaning procedures in strict accordance with the manufacturer’s instructions and as herein specified for each particular substrate condition as applicable. The successful bidder is not liable for damages due to existing lead-based paints. Treatment of such coatings that are loose and would interfere with proper remediation of the structure will be negotiated on an individual basis.
- All surfaces to be prepared for painting shall, at a minimum, meet the requirements of the Steel Structures Painting Council’s specification SSPC- SP1 “Solvent Wipe”, SSPC-SP2 “Hand Tool Cleaning” or SSPC-SP3 “Power Tool Cleaning”. That is, cleaning shall remove all loose mill scale, loose rust, dirt and other loose detrimental foreign matter.
- It is not intended that adherent mill scale, rust and paint be removed by this process. Mill scale, rust and paint are considered adherent if they cannot be removed by lifting with a dull putty knife.
- In preparing a previously painted surface, it is necessary to remove all corrosion and all paint, which shows evidence of corrosion, peeling, excessive thickness, brittleness, blistering, checking, scaling, or general disintegration. It is essential that the removal of the old paint be carried back around the edges of the spot or area until an area of completely intact and adhering paint film, with no rust or blisters underneath is attained.

- Special attention must be given to cleaning around rivets, bolts, nuts, previously welded surfaces, edges, angles and corners cabinet of the cabinet.
- All existing labels to be removed and the adhesives dissolved.
- Cleaned surfaces shall be inspected and approved by the successful bidder's inspector before coating application.
- All rivets, welds, corners, joints and openings shall be cleaned. Power tools shall be operated in such a manner that no burrs or sharp edges are left on metal surfaces and no sharp cuts are made into the steel.
- The media waste generated during the surface preparation may contain lead. The successful bidder must follow OSHA 29 CFR Part 126 dated May 4, 1993.

Coatings

All surface coatings will be supplied by the successful bidder and will be subject to evaluation and approval by PWC. Surface coating will consist of a Primer and top- coat at a minimum. All coating thicknesses shall meet or exceed the manufacturer's recommendations.

Note: A baseline reading on the uncoated substrate shall be made with a magnetic dry film thickness gauge to help determine the final dry film thickness.

Application

Copies of the coating manufacturer's instructions, materials safety data sheets (MSDS) and this specification shall be available at the work site for workmen's use.

The paint application procedure is as follows:

- Coatings shall be applied only to thoroughly cleaned and properly prepared surfaces.
- Cabinet surface temperature must comply with coating manufacturer guidelines.
- All work shall be done under competent supervision by skilled labor, and PWC safety requirements.
- Film shall not be stirred if it forms on the surfaces of paint in the containers. Remove the film, and if necessary. Strain the material before using.
- All coatings shall be applied in a competent skillful manner to achieve the specified film thickness.
- The application shall leave no holes or other defects.
- Care shall be taken to protect adjacent equipment, surfaces and property from coatings during coating operations. Protective mats and drop cloths shall .be provided where necessary.

- Paint shall be well applied to all joints, connections, rivets, bolts and welds.
- Previously opened paint cans shall be removed from work areas after each workday.
- Preferred method of application is with brush, roller, or mitt.

Curing Time

- Cure times to touch and recoat are affected by humidity, and to a somewhat lesser extent, by temperature. Manufacturers will typically recommend different curing times for different humidity and temperature ranges; the applicator will strictly adhere to these recommendations.
- Finish coats shall be applied as quickly as possible after the primer has thoroughly cured. If the primer surfaces are contaminated before top coating, they should be adequately repaired, prepped, and recoated.

External Activities Relative to Surface-Mounted Equipment

1. **Leveling** – Level cabinet out of level more than 10 degrees front-to-back and side-to-side. Jack the pad up leveling according to how much cable will allow and apply foam leveling compound.
2. **Cabinet Orientation** - cabinets not sitting squarely on the pad will be adjusted to align with the pad base.
3. **Coating of Units** – General surface preparation according to coating manufacturer guidance. Prime all as needed. Coating described above.
4. **Cabinet Repair** - Patch small rust holes as needed. Typically repairs will include a fiberglass product, tiger hair or similar. Typical repair of cabinet perforation ~1" or less, if greater than 1" report to PWC for replacement. DO NOT REPAIR GREATER THAN 1".
5. **Hole/Knock Out** - hole or knock-out repaired.
6. **Replacement of cabinet locking mechanism** - PWC to supply WB locks.
7. **Lifting Bolts** – All lifting bolts will be removed
8. **All foreign unauthorized CATV and 3rd party utility grounding attachments** – notify PWC
9. **Penta-Head Bolt** – Replacement of Renta-Head Bolt - PWC to supply.

Digital Images

Images of pertinent detrimental conditions including but not limited to corrosion, mechanical damage or other maintenance issues may be taken at the discretion of the inspector so as to communicate the condition visually to PWC. *Unless otherwise indicated, image resolution will be*

5 – 7 megapixels. Before and After images shall be provided for all repairs to include major vegetation encroachment.

QUESTIONS TO BIDDER

Bidders are required to respond to each of the following questions. Responses should be clear, concise, and relevant to the specific scope of work detailed in this RFB. Please refrain from including generic marketing materials or overly broad answers. Your responses will be closely reviewed as part of the evaluation process, and they should specifically address the project’s requirements. Failure to fully address any of the questions may impact the evaluation of your submission.

Ensure that all responses are provided in the context of the work described, including your approach to inspecting and maintaining assets, prioritizing older equipment, and complying with safety and environmental regulations.

EXPERIENCE AND QUALIFICATIONS:	YES/NO:
1. Has your company completed inspections and maintenance on pad mount transformers or similar underground assets, particularly assets 10+ years old?	
2. Do your personnel hold the necessary licenses, certifications, and qualifications relevant to this scope of work?	
QUALITY CONTROL AND REPORTING:	YES/NO:
3. Do you have a system in place to ensure the accuracy and thoroughness of your inspection reports?	
4. Can you deliver all inspection data and reports within three weeks of performing the work and in the format requested by PWC?	
INNOVATION AND EFFICIENCY:	YES/NO:
5. Will your company use digital tools or technology to streamline inspections, reporting, and communication with PWC?	
SAFETY AND ENVIRONMENTAL COMPLIANCE:	YES/NO:
6. Does your company comply with OSHA, EPA, and other relevant safety and environmental regulations?	
7. Will you submit a health and safety plan upon award of the contract, as required?	
TIMELINE AND RESOURCE ALLOCATION:	YES/NO:

8. Can you complete all inspections on a monthly basis, with sufficient resources allocated to ensure timely delivery and compliance with the scope of work timeline?	
9. If unexpected challenges arise, do you have a plan to address them without compromising the project schedule?	

ATTACHMENT B: UNDERGROUND CABLE LABELING

Underground cable labelling shall be found at each end of an underground cable where a connection is made. This includes where U/G cable enters transformers, enclosures, and where it meets a rise or a dip on a pole. When maintenance is done on the underground system and equipment is changed the labelling should be checked and changed if necessary.

Feeder Cables

Each phase and neutral to be labeled using colored tape (red-A, blue-B, black-C, white-neutral) or alternately colored labels identifying the Phase of each cable.

SS – Sub Number, CC – Circuit Number

All labels that included an (X) should have that value replaced with a numeric value representative of the Substation Number and Circuit Number.

FROM:

Equipment Type	Label
Circuit Breaker (CB)	CB-SSCC
Dip Pole (DP)	DP-XXXX(last 4 digits of pole number)
PMH Cabinet (SC)	SC-XX FT-X
Manhole (MH)	MH-XX

- Manholes are to be labeled in ascending order beginning with (01) through (99) for each circuit on which they are located
- PMH cabinets will be labeled by the fused taps within them, the first number is the number given to the PMH and the second number is the number of the fused tap usually being 1 or 2 (ex. SC-01FT1)

TO:

Equipment Type	Label
Riser Pole (RP)	RP-XXXX (last 4 digits of pole number)
PMH Cabinet	SC-XX FT-X
Manhole (MH)	MH-XX

Primary U/G Cable

FROM:

Equipment Type	Label
PMH Cabinet	SC-XX FT-X
Fused Cabinet (FC)	FC-XX ABC
Primary Junction Enclosure (PJE)	PJE-XX ABC
Dip Pole (DP)	DP-XXXX (last 4 digits of pole number)
Transformer	ABC XX

- For fused cabinets, PJE's, and transformers, the phase of connection shall be labeled
- Transformer number labels shall be done in ascending order from (01)to (99)
- After each PJE the transformer number label shall be reset to (01)
- For areas with multiple sources of feed, each source should have its own labeling separate from the other feed sources

- PMH Cabinets shall be labeled accordingly if they have multiple sources of feed (ex. 2-way feed)
- Labeling for subdivisions will be unique to the subdivision. Labeling for the subdivision will start at the primary source of feed for the community

TO:

Equipment Type	Label
PMH Cabinet	SC-XX FT-X
Fused Cutout (FC)	FC-XX ABC
Primary Junction Enclosure (PJE)	PJE-XX ABC
Rise Pole (RP)	RP-XXXX (last 4 digits of pole number)
Transformer	ABC XX

Secondary U/G Cable

FROM:

Equipment Type	Label
Transformer	ABC XX
Secondary Junction Enclosure (SJE)	SJE-XX

- SJE's will be labeled in the same manner as the underground transformers in ascending order starting from (01) through (99)

TO:

Equipment Type	Label
Secondary Junction Enclosure (SJE)	SJE-XX

Service Cable

TO:

Equipment Type	Label
Secondary Pedestal (SP)	SP-XXXX
Area Light (AL)	AL-XXXX
Street Light (SL)	SL-XXXX
Customer	Customer's Address

- For service cables providing power to a customer, the address should be included on the cable label if available. If the address is unavailable then the lot number shall take its place but is not preferred.

ATTACHMENT C: EQUIPMENT BREAKDOWN BY INSTALLATION YEAR

The focus of this inspection will be on underground (UG) assets that are 10 years or older. The priority order for inspection is as follows:

1. **Assets 20 years or older (installed in 2005 or earlier)** should be inspected first, as these are the oldest and most likely to require maintenance.
2. **Assets 10–20 years old (installed between 2006 and 2015)** should be inspected next. These assets are approaching their critical maintenance period and may require some attention.
3. **Assets less than 10 years old (installed between 2016 and 2020)** should be inspected last. These are the newest assets and are expected to need minimal maintenance. These will only be inspected if pricing allows.

The table below shows the quantities of equipment categorized by the year of installation:

Equipment Type	2005 or Older	2006 – 2015	2016 – 2020	Total
UG Transformers (XFMRs)	3,712	2,925	1,389	8,026
Primary Junction Enclosures (PJE)	823	482	214	1,519
Secondary Junction Enclosures (SJE - Non-flat Lid)	5,662	2,514	886	9,062
Pad Mounted Switch Gear (PMH)	37	29	19	85

The table below shows the quantities of dip poles:

Equipment Type	Total
Single-Phase Riser/ Dip Pole Assessment	619
2-Phase Riser/ Dip Pole Assessment	131
3-Phase Riser / Dip Pole Assessment	1123

ATTACHMENT D: BID PRICING FORM

Bidder Information

Name of Company

Address

Phone Number

Email Address

Federal ID No.

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

Title

Signature

Date

Bidders shall submit bids only on the Bid Pricing Forms provided herein or exact copies thereof. Each bidder must sign the Bid Pricing Form and provide the Year 1 unit price and the Year 2 unit price. Failure to provide a full and complete Bid Pricing Form, including the required signature and pricing table information, will result in the bid being deemed non-responsive, as PWC will not have the necessary information to properly evaluate the bids.

The average number of pad-mounted equipment that PWC requests to be inspected, labeled, and painted per year during this two-year project is the total count of equipment divided by two (Attachment C), as presented in the table below. Bidders are required to provide pricing for Year 1 and Year 2 based on these averages.

Year 1 Pricing Table

Item	Description	QTY	UNIT PRICE	EXTENDED PRICE
1	<i>UG Transformers (XFMRs)</i>	<i>4,013</i>	<i>\$</i>	<i>\$</i>
2	<i>Primary Junction Enclosures (PJE)</i>	<i>760</i>	<i>\$</i>	<i>\$</i>
3	<i>Secondary Junction Enclosures (SJE - Non-flat Lid)</i>	<i>4,531</i>	<i>\$</i>	<i>\$</i>

Company Name: _____

4	<i>Pad Mounted Switch Gear (PMH)</i>	85	\$	\$
5	<i>Single-Phase Riser/ Dip Pole Assessment</i>	309	\$	\$
6	<i>2-Phase Riser/ Dip Pole Assessment</i>	65	\$	\$
7	<i>3-Phase Riser / Dip Pole Assessment</i>	561	\$	\$
YEAR 1 TOTAL				\$

Year 2 Pricing Table

Item	Description	QTY	UNIT PRICE	EXTENDED PRICE
1	<i>UG Transformers (XFMRs)</i>	4,013	\$	\$
2	<i>Primary Junction Enclosures (PJE)</i>	760	\$	\$
3	<i>Secondary Junction Enclosures (SJE - Non-flat Lid)</i>	4,531	\$	\$
4	<i>Pad Mounted Switch Gear (PMH)</i>	85	\$	\$
5	<i>Single-Phase Riser/ Dip Pole Assessment</i>	310	\$	\$
6	<i>2-Phase Riser/ Dip Pole Assessment</i>	66	\$	\$
7	<i>3-Phase Riser / Dip Pole Assessment</i>	562	\$	\$
YEAR 2 TOTAL				\$

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

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

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

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

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

Signature

Title

Printed Name

Date

PWC At a Glance



Customers



- In operation since 1905 (116 years)
- Provide Electric, Water and Wastewater Services
- Total Customers: 119,380
- Number of Services: 273,794
 - Electric: 82,304
 - Water: 90,430
 - Wastewater: 89,913
- Customers with 2+ services: 75%
- Annual Customer Turnover: 20-25%

Customer Service



- Annual Customer Contacts: 433,794
- Average Monthly Calls: 31,452
- Annual Bills Generated: 1.4 Million
- Customer Incentive Programs: 13
- Annual Water Leak Notifications: 21,850

Employees



- Number of Employees: 651
- Average Tenure of Employees: 10.37 years
- Average Age: 44.59
- Annual Turnover: 6.0%*
- Annual Hours Worked: 1.2 Million

*non retirement

Facilities



- Butler-Warner Generation Plant (268 MW)
- PO Hoffer Water Treatment Facility (39.5 MGD)
- Glenville Lake Water Treatment Facility (18.0 MGD)
- Cross Creek Water Reclamation Facility (25 MGD)
- Electric Service Area: 147 Sq. Miles
- Water Service Area: 163 Sq. Miles
- Wastewater Service Area: 142 Sq. Miles

Electric Operations



- Purchase Wholesale Power from Duke Energy
- Only NC municipal system to own/operate a generation plant (Dispatched for use by Duke Energy)
- Generation Capacity: 268 MW
- Annual MWH Sold: 1.9 Million
- System Peak: 499 MW (Feb. 9, 2015)
- Reliability Rate: 99.9906%
- Electric Distribution Substations: 32
- Distribution Lines: 1,351 miles
- Transmission Lines: 142 miles
- Streetlights/Area Lights: 37,441

Water/Wastewater Operations



- Population Served: 225,000
- Drinking Water Treated: 11.2 Billion Gallons/Year
- 100% Complaint for all EPA Drinking Water Standards
- Daily Water Treatment Capacity: 57.5 Million Gallons
- Daily Wastewater Treatment Capacity: 46 Million Gallons
- Water/Wastewater Infrastructure: 2,700 miles
- Hydrants: 8,300
- Sanitary Sewer Lift Stations: 82

Financial



- Annual Operating Budget: \$405.2 Million
- Total Assets: \$1.44 Billion
- Bond Rating: Aa2 (Moody's), AA (Standard and Poor), AA (Fitch)
- Annual Local Purchases: \$25 Million
- Operations & Maintenance Expenses per Customer: \$432 (\$556 National Median)
- Annual Contributions to City of Fayetteville in Lieu of Taxes: \$11.4 Million
- Annual Streetlight Services: \$3.9 Million
- Annual Economic Development: \$1.2 Million (thru 2021)

SALE OF GOODS AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Seller:
[INSERT MAILING ADDRESS]

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

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

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

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

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

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

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

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

Fayetteville Public Works Commission

[INSERT SELLER'S FULL LEGAL NAME]

By: _____
Timothy Bryant, CEO/General Manager

By: _____
_____, _____

(Printed Name)

(Title)

Date: _____

Date: _____

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

By: _____
Rhonda Haskins, Chief Financial Officer

Approved as to form:

Legal Dept.

SAMPLE

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

APPLICATION:

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

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

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

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

MWDBE Compliance Requirements:

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

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

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

SUBCONTRACTOR PAYMENT REQUIREMENTS:

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

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

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

Contractor

Signature

Printed Name

Title

Date

Affidavit A: Listing of the Good Faith Efforts

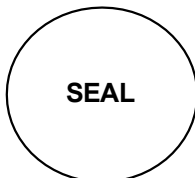
Affidavit of _____
 (Name of Bidder)

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

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

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

Date: _____ Name of Authorized Officer: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of 20__

Notary Public _____

My commission expires _____

Affidavit B: Intent to Perform Contract with Own Workforce

Affidavit of _____
(Name of Bidder)

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

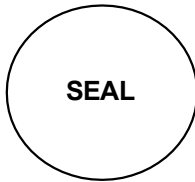
(Name of Project)

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

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

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

Date: _____ Name of Authorized Officer: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

Affidavit C: Percentage of MWDBE Participation

Affidavit of _____
(Name of Bidder)

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

\$ _____
(Dollar Amount of Total Bid)

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

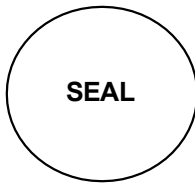
<u>Name, Address, & Phone No.</u>	<u>EIN</u>	<u>*MWDBE Category</u>	<u>NAICS</u>	<u>Dollar Value</u>	<u>% of Contract</u>

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

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

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

Date: _____ Name of Authorized Officer: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of 20__

Notary Public _____

My commission expires _____

Affidavit D: Good Faith Efforts

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

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

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

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

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

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

Date: _____ Name of Authorized Officer: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of 20__

Notary Public _____

My commission expires _____

Affidavit E: Identification of MWDBE/Local Participation

(Name of Bidder)

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

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

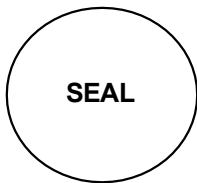
<u>Name, Address, & Phone</u> <u>No.</u>	<u>EIN</u>	<u>*MWDBE Category /</u> <u>**Local</u>	<u>NAICS</u>	<u>Dollar Value</u>

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

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

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

Date: _____ Name of Authorized Officer: _____



State of _____, County of _____
 Subscribed and sworn to before me this _____ day of 20____
 Notary Public _____
 My commission expires _____

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

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

For MWDBE Change Request, please provide all information below:

Prime Contractor: _____

Subcontracted Work: _____

Previous Subcontractor: _____

Reason this for change request:

New Subcontractor: _____

EIN: _____

MWDBE Category: _____

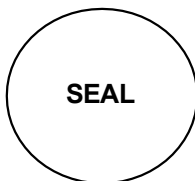
To Add MWDBE Subcontractor/Subcontracted work:

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

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

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

Date: _____ Name of Authorized Officer: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of 20____
Notary Public _____

My commission expires _____

SMALL LOCAL SUPPLIER / MWDBE SUBCONTRACTOR DISCLOSURE FORM

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

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

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

Signature

Printed Name

Title

Date

ATTACHMENT J: BID SUBMITTAL CHECKLIST

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

- 1. References (provided on page 6)
- 2. Questions (provided on pages 29 and 30)
- 3. Attachment D Company Information (completed and **signed**)
- 4. Attachment D Yearly Unit Count, 2025 Unit Cost, and 2026 Unit Cost Information (provided)
- 5. Attachment E (completed and signed) or Explanation (provided)
- 6. MWDBE Affidavit A or Affidavit B (completed and **notarized**)
- 7. MWDBE Affidavit E (completed and **notarized**)
- 8. Addendum 1, if applicable (acknowledged and **signed**)
- 9. Addendum 2, if applicable (acknowledged and **signed**)
- 10. Addendum 3, if applicable (acknowledged and **signed**)
- 11. Addendum 4, if applicable (acknowledged and **signed**)