



City of Hendersonville, NC

Request for Proposal # 1602370550001

**Hendersonville WWTF Ultraviolet Disinfection Improvements – Pipe,
Fittings, Valves, and Materials Purchase**

NCDEQ DWI Project No.: SRP-W-ARP-0031

Date Issued: September 1, 2022

Bid Opening Date: 10:00 am September 13, 2022

Direct all inquiries concerning this RFP to:

Adam Steurer, PE

Utilities Engineer

asteurer@hvlnc.gov



TABLE OF CONTENTS

I. Instructions to Bidders 3

II. Specifications 5

 2.A General 6

 2.B Ductile Iron Pipe and Fittings 7

 2.C Joint Accessories..... 9

 2.D Restrained Flange Coupling Adapters 10

 2.E Gate Valves..... 10

 2.F Butterfly Valves 10

 2.G Valve Actuators 11

III. Submission Requirements 16



I. Instructions to Bidders

1. This REQUEST FOR PROPOSAL (RFP) describes the requirements for the City of Hendersonville's (City) purchase of pipe, fittings, valves, and materials for its WWTF Ultraviolet Disinfection Improvements project. Copies of the RFP are available via PDF on the City's website. This project is being funded in whole or in part by federal funds authorized by the American Rescue Plan Act ("ARPA"). Therefore, this procurement is being conducted in accordance with the Uniform Guidance (2 CFR § 200). Performance by the vendor will be subject to the terms of the City of Hendersonville – American Rescue Plan Act (ARPA) Contract Addendum, which is included with and incorporated into this Request for Proposal.
2. Sealed bids are due by 10:00 AM, local time, on September 13, 2022, at the City Operations Center, located at 305 Williams Street, Hendersonville, NC 28792. At that time, bids will be publicly opened and read aloud in the City Operations center Large Assembly Room. One (1) original and one (1) paper copy of the proposal shall be submitted in a sealed envelope addressed to City of Hendersonville, Attn: Adam Steurer, PE, Utilities Engineer; 305 Williams Street, Hendersonville, NC 28792. The name of the bidder must appear on the envelope and must be marked "Hendersonville WWTF Ultraviolet Disinfection Improvements – Pipe, Fittings, Valves, and Materials". Proposals should be clearly marked "RFP # 160237055000". It is the responsibility of each Bidder, without excuse, to ensure that their Bid Proposal is submitted at the right place by the bid deadline.
3. A bid bond is not required.
4. Refer to the Submission Requirements section herein for the Bidder Requirements. The Bidder must submit their quotation on the enclosed forms. Bids may be rejected if they show any omissions, alterations, or unauthorized additions to the forms, or for conditional bids, or for any irregularities of any kind.
5. The "Bid Price" (referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Schedule, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
6. No additional charges OF ANY KIND will be allowed on the awarded vendor's invoices. Any and all costs for the bidder, including freight/delivery charges to Hendersonville, NC, MUST be included in the bidder's quotation unit price. This



includes any charges for delays, whether caused by the City or the carrier. Freight terms for the contract will be FOB: Destination. The City or its selected contractor will assist with offloading the material.

7. The award will be on the basis of materials specified or described herein, and those substitute or materials and equipment subsequently approved by City prior to the submittal of Bids and identified by Addendum. No item of material will be considered by the City as a substitute unless written request for approval has been submitted by Bidder and has been received by City within seven (7) days of the issuance of the RFP. The burden of proof of the merit of the proposed item is upon Bidder. City's decision of approval or disapproval of a proposed item will be final. If City approves any such proposed item, such approval will be set forth in an Addendum posted on the City's website. Bidders cannot rely upon approvals made in any other manner.
8. All prices that Bidder sets forth in its Bid will be based on the presumption that the Bidder will furnish the materials specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" requests are made at Bidder's sole risk.
9. Any questions regarding the RFP should be submitted in writing to Adam Steurer, PE, Utilities Engineer via email: asteurer@hvlnc.gov at least 96 hours prior to bid opening. Questions that require a written response or a change to the requirements and/or specifications will be posted as an Addenda on the City's website. In the event of a major change to requirements and/or specifications, the City reserves the right to postpone the bid opening. Any delay or postponement of the bid opening date will be announced through a duly issued addendum. All addenda will be posted on the City's website. It is the responsibility of all bidders to ensure that they have checked the City's website up to the time for bid opening to make sure they are aware of all issued addenda. Failure to acknowledge all addenda on the bid proposal form will render a bid nonresponsive and ineligible for consideration.
10. In the event of a tie bid, with all terms being equal, the City reserves the right to request the applicable vendors (only) submit best and final bids.
11. This contract shall be awarded to the lowest responsive, responsible bidder.
12. The City reserves the right to reject any and all proposals, in whole or in part, and to waive minor informalities.



II. Specifications

Minimum Requirements

Bidder shall check yes/no for each minimum requirement section in the table below.

| Number | Requirement | Yes | No |
|--------|---|-----|----|
| 1 | 2.A General | | |
| 2 | 2.B Ductile Iron Pipe and Fittings | | |
| 3 | 2.C Joint Accessories | | |
| 4 | 2.D Restrained Flange Coupling Adapters | | |
| 5 | 2.E Gate Valves | | |
| 6 | 2.F Butterfly Valves | | |
| 7 | 2.G Valve Actuators | | |

List of Vendor Exceptions and Related Proposals

Bidder shall use the table below to provide explanation why a minimum requirement cannot be met, if applicable.

| Exception Number | Provide a thorough, clear explanation regarding why your company will be unable to meet this requirement. Additionally, provide an alternative proposal for how your company can effectively meeting this requirement via a different means. |
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2.A General

1. The Bidder shall provide the City with wastewater and non-potable water piping, fittings, valves, and materials as described herein and on the Bid Schedule.
2. All materials shall be suitably marked at their places of manufacture to show their class, strength, or thickness, if applicable.
3. All pipe, fittings, valves, restraints, flanges, castings, and any other iron and steel products shall be produced in the United States to the greatest extent practical per the American Rescue Plan Act (ARPA) Contract Addendum.
4. The Manufacturer shall provide guarantees that all pipe, fittings, valves, and other materials and appurtenances provided herein shall be warranted for a minimum period of 1 year from the date of delivery to the project site and to be free from defects in manufacturing quality, design, and materials. If any pipe, fittings, valves, or other materials or appurtenances provided herein should fail during the warranty period due to manufacturing defects, the product shall be replaced at no expense to the City.
5. All materials used to manufacture the pipe, fittings, valves, and other materials and appurtenances provided herein to be used on the City's systems and projects shall be certified by the manufacturer to meet or exceed ANSI, ASTM, AWWA, NSF and other nationwide accepted standards as applicable, most recent version. In the occurrence of a defect or failure while in service and under the warranty period, the City reserves the right to test the materials by an accredited commercial testing laboratory. If the material defect or failure is found to be the result of manufacturing, the manufacture will be responsible for replacing and installing the material at no expense to the City. Additional laboratory testing of pipes or materials associated with this project may be required if deemed necessary by the City.
6. Material product submittals shall provide sufficient data for the City to properly evaluate the materials.
7. Submittals and Shop Drawings:
 - a. Submittals and Shop Drawings for Pipe, Fittings, and Piping Appurtenances, such as Couplings, Adapters, Sleeves, Saddles, and Piping Tools: Include the following catalog data in each submittal:
 - i. Specifications
 - ii. Intended service
 - iii. Maximum working pressure
 - iv. Illustrations in sufficient detail to serve as a guide for assembly and disassembly
 - v. Parts schedule identifying materials to be used for various piping components and accessories
 - vi. Materials of construction
 - vii. Dimensions



- viii. Linings and coatings
 - ix. Additional information required to evaluate the proposed piping appurtenance product's compliance with the Contract Documents.
8. Delivery, Storage, and Handling:
- a. Deliver pipe, fittings, valves and accessories in a clean and undamaged condition.
 - b. Do not stack ductile iron pipe higher than the limits shown in ANSI/AWWA C600. Stacking of pipe shall meet the requirements of the pipe manufacturer. Do not stack fittings, valves, valve boxes or valve stands.

2.B Ductile Iron Pipe and Fittings

1. Ductile Iron Pipe:
- a. Material Standard for Ductile Iron Pipe: ANSI/AWWA C151/A21.51.
 - b. Ductile Iron Pipe Standard: ANSI/AWWA C151/A21.51.
 - c. Push-on Joint Ductile Iron Pipe and Mechanical Joint Ductile Iron Pipe:
 - i. Thickness Standard: ANSI/AWWA C150/A21.50
 - ii. Minimum Pressure Class:
 - 1. 4" through 12" Pipe:
 - a. Pressure Class 350
 - 2. 14" through 36" Pipe:
 - a. Pressure Class 250
 - iii. **Gauged Full Length (GFL) Pipe: All 36" diameter push-on joint ductile iron pipe shall be provided as Gauged Full Length (GFL) pipe to ensure that the pipe is best suited for field cuts based on outside diameter measurements and pipe ovality. All GFL pipe shall be within the OD tolerances of applicable ANSI/AWWA standards from the spigot end to within 2-feet of the bell end. All GFL pipe shall be marked with green paint on the bell face.**
 - d. Flange Joint Ductile Iron Pipe:
 - i. Thickness Standard: ANSI/AWWA C115/A21.15, Table 1.
 - ii. Working Pressure Rating: 250 psi.
2. Fittings for Ductile Iron Pipe:
- a. Material: Ductile Iron
 - b. Material Standard: ANSI/AWWA C110/A21.10 or C153/A21.53.
 - c. Fitting Standard
 - i. 3" through 36" Fittings: ANSI/AWWA C110/A21.10 or C153/A21.53.
 - ii. Pressure Rating: 250 psi.
3. Ductile Iron Pipe and Fitting Joints:
- a. Joint Type:
 - i. Joints for Buried Ductile Iron Pipe:
 - 1. Restrained push-on joints or mechanical joints with wedge action retainer glands.
 - ii. Joints for Buried Ductile Iron Fittings
 - 1. Mechanical joints with wedge action retainer glands.



- iii. Joints for Exposed Ductile Iron Pipe and Fittings
 - 1. Flanged joints.
- iv. Restrained Push-on Joints for Ductile Iron Pipe (not including fittings)
 - 1. American Cast Iron Pipe Company: Fastite Joint Pipe with Amarillo Fast-Grip gasket (4" – 30"), Flex-Ring Joint Pipe, or Field Flex-Ring
 - 2. McWane Cast Iron Pipe Company: Tyton Joint Pipe with Sure Stop 350 gasket (3" – 24"), or TR Flex Restrained Joint Pipe
 - 3. United States Pipe & Foundry Company: Tyton Joint Pipe with Field Lok 350 gasket (4" - 24") or TR-Flex Restrained Joint Pipe;
 - 4. Or equal restrained push-on joint by US manufacturer.
- v. Restrained Mechanical Joints
 - 1. EBAA Iron Sales, Inc., Megalug Series 1100;
 - 2. Or equal wedge action retainer gland by US manufacturer.
- b. Flanges for Ductile Iron Pipe and Fittings
 - i. Material for Ductile Iron Pipe and Fitting Flanges
 - 1. Ductile Iron
 - ii. Flange Standard for Ductile Iron Pipe and Fittings
 - 1. Ductile Iron Pipe Flanges: ANSI/AWWA C115/A21.15
 - 2. Ductile Iron Fitting Flanges: ANSI/AWWA C110/A21.10
 - 3. Dimension Standard for Ductile Iron Flanges: ANSI B16.1, Class 125
 - 4. Face Type for Ductile Iron Flanges: Flat
 - 5. Coating for Machined Faces: Rust-inhibitive primer
- 4. Linings and Coatings for Ductile Iron Pipe and Fittings
 - a. Linings:
 - i. Protective Lining Material: All ductile iron pipe and fittings shall have a factory applied cement-mortar lining of standard thickness in accordance with ANSI/AWWA C104/A21.4. The interior cement-mortar lining shall be provided with a bituminous seal coat meeting the requirements of NFS/ANSI 61 in accordance with ANSI/AWWA C104/A21.4.
 - ii. Material Standard: ANSI/AWWA C104/A21.4
 - b. Coatings:
 - i. Buried Ductile Iron Pipe and Fittings
 - 1. Material: Asphaltic coating
 - 2. Coating Standard: ANSI/AWWA C151/A21.51
 - ii. Exposed Ductile Iron Pipe and Fittings
 - 1. Material: Shop applied epoxy primer
 - 2. Surface Preparation: Uniformly abrasive blast the entire exterior surface using angular abrasive to an NAPF 500-03-04: "External Pipe Surface Condition". When viewed without magnification, the exterior surfaces shall be free of all visible dirt, dust, loose annealing oxide, rust, mold coating, and other foreign matter. Any area where rust reappears before application shall be re-blasted. The surface shall contain a



minimum angular anchor profile of 1.5 mils (38.1 microns) (Reference NACE RP0287 or ASTM D 4417, Method C).

3. Shop Prime: Apply 1 coat of Tnemec Series N140 Pota-Pox Plus, or equal, at 4.0 - 6.0 mils dft.

2.C Joint Accessories

1. Gaskets:

a. Gasket Type:

- i. Flange Joint Gaskets: Full face per ANSI/AWWA C110, C111, and C115, nominal 1/8" thickness.
- ii. Ductile Iron Mechanical Joint, Push-on Joint, and Restrained Joint Gaskets: ANSI/AWWA C111/A21.11.

b. Gasket Material:

- i. Material: SBR, EPDM, or neoprene per ANSI/AWWA C111/A21.11.

2. Bolts, Studs, and Nuts:

a. Bolts, Studs, and Nuts for Flange Joints:

i. Bolts for Flange Joints:

1. Type: semi-finished regular hexagon head cap screws.
2. Material: 316 stainless steel.
3. Reference Standard: ANSI B18.2.1.
4. Material Standard: ASTM A193, Grade B8M
5. Threads: UNC threads.

ii. Studs for Flange Joints

1. Material: 316 stainless steel.
2. Reference Standard: ANSI B18.2.1.
3. Standard: ASTM A193, Grade B8M.
4. Threads: UNC threads.
5. Length: Extend through nuts a minimum of 1/4".

iii. Nuts for Flange Joints

1. Type: Semi-finished regular hexagon nuts.
2. Material: 316 stainless steel.
3. Reference Standard: ANSI B18.2.2.
4. Standard: ASTM A194, Grade 8M.
5. Threads: UNC threads.

b. Bolts and Nuts for Mechanical Joints:

i. Bolts for Mechanical Joints

1. Type: Tee-head.
2. Material: High-strength, low-alloy steel in accordance with ANSI/AWWA C111/A21.11, with thermally cured blue fluoropolymer coating.
3. Standard: ANSI/AWWA C111/A21.11.

ii. Nuts for Mechanical Joints

1. Type: Hexagon



2. Material: High-strength, low-alloy steel in accordance with ANSI/AWWA C111/A21.11, with thermally cured blue fluoropolymer coating.
3. Standard: ANSI/AWWA C111.A21.11.

2.D Restrained Flange Coupling Adapters

1. Manufacturers and Type
 - a. EBAA Iron Sales, Inc., 2100 MEGAFLANGE
 - b. Romac Industries, Inc., Style RFCA
 - c. Smith-Blair Style 911
 - d. Or equal restrained flange coupling adapters by US manufacturer.

2.E Gate Valves

1. Gate valves shall be resilient seated, manufactured to meet or exceed the requirements of AWWA C515 and shall be UL listed. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve and shall be American Flow Control Series 2500, Kennedy KS-RW, Clow R/W, Mueller A-2361, or equal by US manufacturer.
2. All valves shall be NSF 61 listed.
3. All bolts, nuts and washers shall be 304 stainless steel.
4. The wedge shall be ductile iron fully encapsulated with an EPDM rubber. The Elastomer type shall be permanently indicated on the disc or body of the valve. The resilient sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.
5. The valve body, bonnet, and bonnet cover shall meet or exceed all the requirements of AWWA C515. All valves shall have "DI" cast into the body of the bonnet.
6. Valves meeting AWWA C515 requirements shall be rated for an operating pressure of 250 psi and shall be tested in accordance with AWWA C515.
7. The valves are to have 2-inch cast or ductile iron AWWA operating nuts (below grade) or handwheel (above grade) and shall open left (counterclockwise) and close right (clockwise).
8. The valves shall be covered by a Manufacturer's 10-year warranty on manufacturer's defects and reasonable labor costs for replacement. Warranty shall become effective from the date of purchase by the end user and delivered within 30 days from the receipt of the purchase order.
9. Valves shall have a factory applied minimum 12 mils DFT fusion bonded epoxy coating on the interior and exterior.
10. Gate valves shall be assembled and tested in a certified ISO 9001:2000 manufacturing facility within the United States and provide their certification of meeting internationally recognized quality control procedures.

2.F Butterfly Valves

1. Butterfly valves shall conform to AWWA C504, Class 150B, and shall be manufactured by Clow, DeZURIK, Kennedy, Pratt, Val-Matic, or equal by US manufacturer.
2. Valve seats shall be an EPDM elastomer. Valve seats for valves 24 inches and larger shall be field adjustable and replaceable without dismounting operator disc or shaft and without removing



the valve from the line. Valves 20 inches and smaller shall have bonded or mechanically restrained seats as outlined in AWWA C504.

3. All valves shall be subject to hydrostatic and leakage tests at the point of manufacture. The hydrostatic test for Class 150B valves shall be performed with an internal hydrostatic pressure equal to 150 psi applied to the inside of the valve body of each valve. During the hydrostatic test, there shall be no leakage through the metal, the end joints or the valve shaft seal. The leakage test for the Class 150 valves shall be performed at a differential pressure of 150 psi and against both sides of the valve. No adjustment of the valve disc shall be necessary after pressure test for normal operation of valve. All valves shall be leak-tight in both directions.
4. Butterfly valve actuators shall conform to AWWA C504. Gearing for the actuators shall be totally enclosed in a gear case. Actuators shall be capable of seating and unseating the disc against the full design pressure and shall transmit a minimum torque to the valve. Actuators shall be rigidly attached to the valve body.
5. Valves shall have internal or external stops to prevent disc over-travel.
6. The valve shaft shall be constructed of 18-8, ASTM A-276, Type 304 stainless steel and designed for both torsional and shearing stresses when the valve is operated under its greatest dynamic or seating torque. Shaft shall be of either a one piece unit extending full size through the valve disc and valve bearing or it may be of a stub shaft design. Shaft bearings shall be teflon or nylon, self-lubricated type.
7. Operators shall be capable of seating and unseating the disc against the full design pressure of the valve, as specified for each class, into a dry system downstream and shall transmit a minimum torque to the valve.
8. The manufacturer shall certify that the required tests on the various materials and on the completed valves have been satisfactory and that the valves conform with all requirements of this Specification and the AWWA standard.
9. Where indicated, extension stems, floor stands, couplings, stem guides, and floor boxes as required shall be furnished and installed.
10. Valves shall have factory applied linings and coatings per AWWA C504.

2.G Valve Actuators

1. Unless specified elsewhere for smaller valves, all valves 24 inches or larger shall be provided with worm-gear or bevel-gear actuators.
2. Manual Actuators:
 - a. Manual actuators shall have permanently lubricated, totally enclosed gearing with handwheel and gear ratio sized on the basis of actual line pressure and velocities. Actuators shall be equipped with handwheel, position indicator, and mechanical stop-limiting locking devices to prevent over travel of the disc in the open and closed positions. They shall turn left (counter-clockwise) to open valves and right (clockwise) to close valves. Manual actuators shall be of the traveling nut, self-locking type or of the worm gear type and shall be designed to hold the valve in any intermediate position between fully open and fully closed without creeping or fluttering.



- b. Valves located above grade shall have handwheel and position indicator, and valves located below grade shall be equipped with a 2-inch square AWWA operating nut located a maximum of 4-ft below ground level and cast iron extension type valve box.
3. Motor Actuators – Class B, Inching/Positioning Duty
 - a. General:
 - i. Actuators shall be designed for valve operation to ensure proper function in accordance to EN 15714-2:2010 electric actuators for industrial valves - basic requirements, and ANSI/AWWA C542 – Electric Motor Actuators for Valves and Slide Gates. Actuators shall be designed Class B inching/positioning duty according to EN 15714-2.
 - ii. Actuators shall be AUMA type SA, Limatorque type MXa, Rotork type IQ, or equal.
 - iii. The actuator shall include the motor, actuator unit gearing, limit switch gearing, limit switches, position transmitter which shall transmit a 4-20 mA DC signal, control power transformer, electronic controller which will position the valve based on a remote 4-20 mA signal, torque switches, bored and key-wayed drive sleeve for non-rising stem valves, declutch lever and auxiliary handwheel as a self-contained unit.
 - iv. Actuator shall have a minimum design life of 10,000 OPEN-CLOSE-OPEN cycles, each consisting of 30 turns per sense of rotation and must be suitable for operating in any mounting position. Actuator design must provide simple setting, testing, maintenance and repair.
 - v. Actuator settings shall be performed non-intrusively via push-buttons at motor control without special tools or instruments. A wireless Bluetooth interface shall be available. Microsoft Windows™ based software running on a conventional computer shall be available to allow actuator set-up and diagnoses.
 - vi. Electrical connection of actuators to be multi pin plug and socket connector, allowing quick disconnection in case of maintenance or repair. In order to prevent loss of screws during commissioning or maintenance, all covers shall be fixed with captive screws.
 - vii. Torque-transmitting housings must be made of cast iron, except motor housing. No plastic parts of any type shall be used, except for electric / electronic components, operating knobs / levers, indicator mechanism and sealing elements as far as applicable.
 - viii. Actuators shall be self-locking. Self-locking shall remain active if actuator is switched to hand-operation-mode. For non-self-locking actuators with high output speeds a mechanical anti-back drive device shall be provided attached to the actuator.
 - b. Electric Motors:
 - i. The motor shall be specifically designed for valve actuator service using 120 volt, 60 Hertz, single phase power as shown, on the electrical drawings. The



- motor shall be sized to provide an output torque meeting the requirements of the valve to be operated, and shall be the totally enclosed, non-ventilated type.
- ii. Motor-insulation must be in accordance with IEC 85 Class F (155° C). Motors must be protected by 3 thermal monitoring devices, which are embedded in motor windings. Motor connections shall be internal by means of plug and socket.
 - iii. Motors must be totally separated from lubricant-filled gearing of actuator, allowing replacement of motor without loss of lubricant regardless of mounting position. Motors shall have a dog coupling as mechanical connection to actuator's worm shaft.
 - iv. Actuator motors must develop full torque when power is turned on. All motors shall be of high starting torque type to facilitate 'unseating' of the valve. Each motor shall have a rating plate marked in accordance with IEC 34.1 as far as applicable.
- c. Motor and Local Controls:
- i. Integral motor controls shall be microprocessor based and include mechanically and electrically interlocked reversing contactors for ON-OFF and inching/positioning duty.
 - ii. Local controls shall consist of motor controls, push buttons OPEN-STOP-CLOSE-RESET, lockable selector switch LOCAL-OFF-REMOTE and a wireless Bluetooth interface with separate indication showing wireless connection as active, as well as LCD graphic display clearly visible under all lighting conditions with plain text and in world languages, diagnosis symbols, graphs. Five indication lights, available in different color codes, showing status information such as end position open/close, torque fault in both directions and motor protection tripped.
 - iii. Local controls shall be electrically attached to actuator via plug and socket connection. It shall be possible to re-position local controls at every 90°, so that push buttons and indication lights will face the operator.
 - iv. In case actuators have to be mounted in difficult to access positions, it shall be possible to separate local controls (including motor controls) from actuator. A wall bracket shall be available to mount local controls / motor controls near valve actuator for distances up to 50 m cable length.
 - v. A detailed wiring diagram shall be supplied with submittal documents. Detailed wiring diagram shall show all relevant signals such as valve position, end positions (OPEN/CLOSE), selector switch position and high torque alarm in OPEN/CLOSE direction. In addition to this, actuator must provide a dedicated fault signal if there is a phase failure, motor protection tripped and/or high torque in OPEN/CLOSE direction or if hand wheel is engaged.
 - vi. All control signals, communication signals as well as main power supply must be wired to a multi pin plug and socket for customer connection. Terminal compartment shall provide sufficient space to accommodate the possible



maximum number of incoming wires. A minimum of three cable entries must be provided for motor power cable and digital/ analogue inputs and outputs. Each cable entry shall be properly sealed by cable glands during site installation. Cable glands shall be chosen by contractor, responsible for wiring during commissioning phase.

- vii. Each actuator shall provide an adequately sized internal and external connection for grounding.
- d. Anti-Condensation Heater:
 - i. In order to prevent condensation, a heater must be installed inside the actuator, suitable for continuous operation. Actuator must provide an alarm signal in case of failure of anti-condensation heater.
- e. Enclosures:
 - i. Protection class of actuator, including motor, shall be IP 68, according to EN 60529 against submersion up to 8 m head of water for at least 96 hours. During submersion it must be possible to operate the actuator at least 10 times.
- f. Hand Wheel:
 - i. Actuators must be equipped with a hand wheel for manual operation. Clockwise operation of hand wheel shall cause clockwise movement of output drive. Hand wheel shall be clearly marked with an arrow and the word 'CLOSE'.
 - ii. Hand wheel engagement shall be of spring loaded push mechanism type and required manual declutching. Actuator must provide a switch signal when in manual mode.
 - iii. Under manual operation, hand wheel shall drive the worm shaft. Self-locking shall be maintained in hand operation. Motor must be disengaged during manual operation. Hand wheel shall automatically disengage when the electric motor is energized.
 - iv. Hand wheel must be sized allowing easy manual operation of output drive. The over torque indication shall be active in manual operation as well as motor operation, thus allowing a signal to be provided when the set-torque has been reached.
- g. Bearings and Gears:
 - i. Bearings shall be of antifriction or self-lubricating type. Bearings shall not require any maintenance between general overhauls. Power gears shall be made from heat treated steel. Worm-wheels shall be made of bronze material. Actuator gear housing shall be filled with an adequate quantity of lubricant. Re-lubrication between general overhauls shall not be required.
- h. Noise Level:
 - i. Under all operating conditions the noise level of actuators shall not exceed 75 dB(A) at 1 m.
- i. Name Plates:
 - i. Two nameplates, made of aluminum, shall be attached to each actuator; one on the motor housing, showing all relevant motor data, one on the actuator



housing showing all relevant actuator data. Special information, such as valve tag no., shall be shown if required. Nameplates shall be securely fixed to actuator and motor, so that they cannot be removed or scratched off during shipment, installation, operation or maintenance.

- j. Painting and Corrosion Protection:
 - i. Actuator corrosion protection shall fulfill the requirements of EN ISO 12944-2, classification of environments C4 with a specified salt spray test of 720h. Actuator painting must be performed in such a way, that no corrosion takes place under ambient conditions as specified. All outside screws or bolts shall be made of stainless steel (A2). Actuators shall be corrosion protected with a primer coating and a two layer powder coating consisting of an epoxy coating and a polyurethane top coating with a total film thickness of at least 140µm. Final color shall be silver grey similar to RAL 7037.
- k. Inspection and Testing:
 - i. Each actuator shall be factory tested. Tests shall be performed in accordance with IEC standards as far as applicable. A final inspection record shall be supplied with each actuator showing general actuator data, nominal current, no load current, starting current, power factor at rated torque, output speed, torque setting, limit setting (turns/stroke), high voltage test, functional test (including all options) and visual test.
- l. Documentation:
 - i. Supplier to provide storage- installation- and operation instruction as well as electric wiring diagram, dimensional drawings and technical data sheet including motor data as per manufacturer standard.
- m. Calibration/Commissioning:
 - i. Provide the services of factory trained technicians, tools and equipment to field calibrate, test, inspect and adjust each motor actuator to its specified performance requirement in accordance with manufacturer's specifications and instructions. Any motor actuator which fails to meet any Contract requirements, or any published manufacturer performance specification for functional and operational parameters, shall be repaired or replaced, at the discretion of the Engineer, at no cost to the City. The Vendor/Supplier shall bear all costs and provide all personnel, equipment, and materials necessary to implement all installation tests and inspection activities for equipment specified herein. The cost of calibration/commissioning shall be included in the unit price, line item 10 on the Schedule of Estimated Quantities and Bid Prices.



III. Submission Requirements

1. Cover Sheet stating the date of the proposal, the name, title, complete address, telephone number, and email address of the person responsible for the bid written on Bidder's letterhead.
2. Completion of the minimum requirements table and, if applicable, list of vendor exceptions included in Section II Specifications of this RFP
3. Bidder's Proposal on the supplied Bid Proposal form
4. Confirmation of receipt and acceptance of any amendments or addenda to this package, if applicable. This is included in the supplied Bid Proposal form
5. Bidder's bid amount on the supplied "Schedule of Estimated Quantities and Bid Prices"
6. American Rescue Plan Act (ARPA) Contract Addendum
7. Material product submittals

When received, all proposals and supporting materials, as well as correspondence relating to the RFP, shall become the property of the City of Hendersonville. Proposals must be submitted in a sealed envelope.

In submitting a proposal, it is understood by the vendor that the City of Hendersonville reserves the right to accept any proposal to reject any and all proposals when to do so is in the best interest of the City, and to waive any immaterial irregularities or informalities in proposals when to do so is in the best interest of the City and where to do so would not give the bidder an unfair advantage, but not for the purposes of evading the public bidding laws.

Any proposal may be withdrawn or modified by written request of the vendor, provided such request is received by the City at the designated address prior to the date and time set for receipt of proposals.

If a proposal includes any propriety data or information, such data or information must be specifically identified as such on every page on which it is found. Data or information so identified will remain confidential to the extent allowed by North Carolina law pursuant to GS 132-1.2 and will be used by City personnel solely for the purposes of evaluating proposals and conducting contract negotiations. The practice of labeling unqualified pages as confidential, including the bid form, may result in a proposal being dismissed from evaluation.

All proposing firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal. However, the City reserves the right to negotiate with the lowest bidder if the bid is in excess of funds available.

No proposals will be accepted from any person or organization that otherwise may be deemed irresponsible or unresponsive by City staff or the City of Hendersonville City Council.

All prices quoted must be firm for a period of 60 (sixty) days following the proposal deadline to allow for evaluation and a contract award period.

The cost of preparing a response to the RFQ will not be reimbursed by the City.



No agreements with any selected vendor shall be binding until a purchase order is issued or a contract is signed and executed by City Council or City Manager and authorized representatives of the vendor.

Schedule of Estimated Quantities and
Bid Prices

City of Hendersonville
WWTF Ultraviolet Disinfection Improvements - Pipe, Fittings, Valves, and Materials Purchase
NCDEQ DWI Project No.: SRP-W-ARP-0031
Schedule of Estimated Quantities and Bid Prices

| ITEM | ITEM DESCRIPTION | UNITS | EST. QTY | UNIT PRICE | EXTENDED PRICE | ESTIMATED LEAD TIME (weeks) |
|--|--|-------|----------|------------|----------------|-----------------------------|
| 1 | 36" CL250 FL x PE DIP, 8'-0" Length, Gauged Full Length (GFL), Asphaltic Coated, Cement Lined | EA | 1 | | | |
| 2 | 36" CL250 Fastite Joint Pipe, Gauged Full Length, Asphaltic Coated, Cement Lined, 20-ft Nominal Laying Length (Full Stick) | LF | 80 | | | |
| 3 | 36" MJ AWWA C153 Cap | EA | 1 | | | |
| 4 | 36" MJ AWWA C153 Plug | EA | 1 | | | |
| 5 | 36" x 36" MJ AWWA C153 Tee | EA | 3 | | | |
| 6 | 36" MJ AWWA C110 Solid Sleeve | EA | 4 | | | |
| 7 | 36" Restrained Flange Coupling Adapter | EA | 1 | | | |
| 8 | 36" Megalug Mechanical Joint Restraint with Bolt and Gasket Kit | EA | 30 | | | |
| 9 | 36" MJ AWWA Butterfly Valve, Class 150B, with Buriable Worm Gear Actuator and 2" Square Operating Nut | EA | 4 | | | |
| 10 | 36" MJ AWWA Butterfly Valve, Class 150B, with Motor Operated Actuator, 120V, single-phase, 60 Hz, Class B Duty (Inching/Positioning) Actuator, with Floorstand | EA | 2 | | | |
| 11 | 6" FL x PE DIP, 3'-0" Length, Factory-Applied Epoxy Coating, Cement Lined | EA | 2 | | | |
| 12 | 6" FL x FL DIP, 3'-8" Length, Factory-Applied Epoxy Coating, Cement Lined | EA | 1 | | | |
| 13 | 6" FL x PE DIP, 6'-0" Length, Factory-Applied Epoxy Coating, Cement Lined | EA | 1 | | | |
| 14 | 6" FL x PE DIP, 12'-0" Length, Factory-Applied Epoxy Coating, Cement Lined | EA | 1 | | | |
| 15 | 6" Restrained Joint DIP, Asphaltic Coated, Cement Lined, 20-ft Nominal Laying Length (Full Stick) | LF | 100 | | | |
| 16 | 6" x 6" FL Tee, Factory-Applied Epoxy Coating, Cement Lined | EA | 1 | | | |
| 17 | 6" FL 90° Bend, Short Radius, Factory-Applied Epoxy Coating, Cement Lined | EA | 2 | | | |
| 18 | 6" Restrained Flange Coupling Adapter | EA | 3 | | | |
| 19 | 6" MJ AWWA C153 90° Bend, Short Radius, Asphaltic Coated, Cement Lined | EA | 4 | | | |
| 20 | 6" MJ AWWA C153 Solid Sleeve | EA | 2 | | | |
| 21 | 6" x 3" MJ AWWA C153 Reducer | EA | 1 | | | |
| 22 | 4" x 3" MJ AWWA C153 Reducer | EA | 1 | | | |
| 23 | 6" Megalug Mechanical Joint Restraint with Bolt and Gasket Kit | EA | 15 | | | |
| 24 | 4" Megalug Mechanical Joint Restraint with Bolt and Gasket Kit | EA | 1 | | | |
| 25 | 3" Megalug Mechanical Joint Restraint for PVC Pipe with MJxIPS Transition Gasket and Bolt Kit | EA | 2 | | | |
| 26 | 6" FL AWWA C515 Gate Valve, Non-Rising Stem, Handwheel Operator, Factory-Applied Fusion Bonded Epoxy Coating | EA | 2 | | | |
| 27 | 6" MJ AWWA C515 Gate Valve, Buried Nut Operator, Factory-Applied Fusion Bonded Epoxy Coating | EA | 1 | | | |
| TOTAL BASE BID (Sum of Extended Price for Items 1 - 27 Above) | | | | | | |
| TOTAL BASE BID (Written in Words) | | | | | | |
| NAME OF BIDDER | | | | | | |

Bid Proposal

BID PROPOSAL

Hendersonville WWTF Ultraviolet Disinfection Improvements – Pipe, Fittings, Valves, and Materials Purchase NCDEQ DWI Project No.: SRP-W-ARP-0031

- (1) Bidder proposes and agrees, in event this proposal is accepted, to enter into a contract with the City of Hendersonville of Henderson County, North Carolina (herein designated and referred to as the City), in the form herein specified, to furnish all pipe, fittings, valves, and materials for the aforementioned purchase, all in complete accordance with the requirements of the attached contract documents and specifications, to the entire satisfaction of the City, at the unit prices inserted opposite each item of work listed in the accompanying "Schedule of Estimated Quantities and Bid Prices" and/or Bid Sheet, which is an integral part of this proposal. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, payment will be based on actual quantities ordered at the issuance of a purchase order to the successful Bidder not to vary by four units or by 25% greater or less than the quantities estimated, whichever is greater.
- (2) Bidder hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into, that this proposal is made without connection with any other person, company or parties making a proposal, and that this proposal is in all respects fair and made in good faith without collusion or fraud.
- (3) This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.
- (4) Bidder further proposes and agrees, that, if awarded a contract for this project, he or she will commence with shop drawings, if applicable, immediately upon receiving a purchase order from the City; that he or she will furnish all materials for the completion of the contract and will complete same, including all accepted alternates thereto.
- (5) Payment and compensation terms for the material shall be as follows:
 - a. 100% - Due net thirty (30) days from receipt of invoice upon delivery of the material to the project site and acceptance by City.
- (6) Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Bidder acknowledges receipt of the following Addenda:

| | |
|--------------------|-------------|
| Addendum No: _____ | Date: _____ |
| Addendum No: _____ | Date: _____ |
| Addendum No: _____ | Date: _____ |
| Addendum No: _____ | Date: _____ |

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

American Rescue Plan (ARPA)
Contract Addendum

City of Hendersonville – American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Hendersonville by the US Department of Treasury under the American Rescue Plan Act (“ARPA Funds”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). In using such funds, the City must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the ARPA Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the ARPA Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the ARPA Funds (collectively, the “Regulatory Requirements”). Additionally, pursuant to the Regulatory Requirements, the City must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the ARPA Funds; and pursuant to 2 C.F.R. § 200.327, the City must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum. The City shall not enter into the Contract or make any distributions of funds to Contractor using monies from the ARPA Funds absent Contractor’s agreement and adherence to each term and condition contained herein.

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Hendersonville; by ARPA and its implementing regulations; and as established by the Treasury Department.

A. Equal Employment Opportunity. If this contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee

who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work. Provided, that if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. The City agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.
 10. The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- B. Copeland "Anti-Kickback" Act.** Contractor and any subcontractors performing work under the contract shall comply with 18 U.S.C. § 874. The City shall report all suspected or reported violations to Treasury.
- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Rights to Inventions Made Under a Contract or Agreement.**

1. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.
 - (a) Any subject data developed under the Contract, whether or not a copyright has been obtained, and
 - (b) Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.
2. Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
3. Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
4. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
5. Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
6. For the purposes of this section, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information,

but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract.”

E. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

1. *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the City of Hendersonville and understands and agrees that the City will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.
2. *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation to the City of Hendersonville and understands and agrees that the City will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

F. Debarment and Suspension.

1. This contract is a covered transaction for purposes of 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
2. As such, the Contractor is required to verify that Contractor’s principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor’s principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) City shall not make any payments of federal financial assistance to Contractor, and (3) City shall have no obligations to Contractor under this Contract.
3. Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters. This certification is a material representation of fact relied upon by the City, and all liability arising from an erroneous representation shall be borne solely by Contractor.

4. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to the City, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.

1. Contractor certifies that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the City, which will, in turn, forward the certification(s) to the awarding agency. Contractor shall cause the language of this Section VIII.A. to be included in all Subcontracts. This certification is a material representation of fact upon which the City has relied when entering into this Contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
2. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with the City the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
3. Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

H. Procurement of Recovered Materials.

1. This section shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during City’s preceding fiscal year exceeded \$10,000.
2. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA’s website. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

I. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

1. *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this section shall have the meanings ascribed thereto in this section.

- (a) “Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
- (b) “Covered Foreign Country” means the People’s Republic of China.
- (c) “Covered Telecommunications Equipment or Services” means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
- (d) “Critical Technology” means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).
- (e) “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer

of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

- (f) "Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
- (g) "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- (h) "Telecommunications Equipment or Services" means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

2. Prohibitions.

- (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (b) Unless an exception applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:
 - i. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
 - iv. Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

3. Exceptions.

- (a) This clause does not prohibit Contractor or Subcontractors from providing:
 - i. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (b) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment that:
 - a. Is not used as a Substantial or Essential Component of any system and
 - b. Is not used as Critical Technology of any system.
 - ii. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

4. Reporting Requirement

- (a) In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph 4.(b) of this section to the City, unless procedures for reporting the information are established elsewhere in this Contract.
- (b) Contractor shall report the following information to the City pursuant to paragraph 4.(a) of this section:
 - i. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within ten business days of submitting the information in paragraph 4.(b)(i) of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any

additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

5. *Subcontractor*. Contractor shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this section, including this paragraph 5.

J. Buy USA - Domestic Preference for certain procurements using federal funds.

1. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
 - (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. Solicitation of Minority and Women-Owned Business Enterprises.

1. If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
2. For the purposes of section, an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

L. Access to Records.

1. Contractor agrees to provide the City of Hendersonville, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
2. Contractor agrees to retain all records covered by this section through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

M. Conflicts of Interest; Gifts and Favors.

1. Contractor understands that (1) the City will use ARPA Funds to pay for the cost of this Contract and (2) the expenditure of ARPA Funds is governed by the *Conflict of Interest Policy* of the City, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and -234.3(a)).
2. Contractor certifies to the City of Hendersonville that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the City involved in the selection, award, or administration of this Contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the City in writing.
3. Contractor certifies to the City of Hendersonville that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of City. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the City in writing.

N. Assurances of Compliance with Title VI of the Civil Rights Act of 1964.

1. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by

Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

O. Other Non-Discrimination Statutes.

1. Contractor acknowledges that the City is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
 - (a) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - (d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

P. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Hendersonville by the U.S. Department of the Treasury."

Q. Miscellaneous.

1. *Increasing Seat Belt Use in the United States.* Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), the City encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
2. *Reducing Text Messaging While Driving.* Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), the City encourages Contractor to adopt and enforce policies that ban text messaging while driving.

R. Conflicts and Interpretation.

1. To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY OF HENDERSONVILLE:

By: _____

Name: _____

Title: _____

ATTACHMENT 1
TO
AMERICAN RESCUE PLAN ACT (ARPA) ADDENDUM
Appendix A, 31 CFR Part 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's authorized official

Date: _____

(print name of person signing above)

(print title of person signing above)