



# REQUEST FOR QUALIFICATIONS

## Solar System PV

### USING THE DESIGN/BUILD DELIVERY SYSTEM

**Proposal Date: 6/3/2026**

**Due Date: 7/2/2026**

**3:00 pm**

#### Introduction

In accordance with GS 143-128.1A the TOWN OF WAYNESVILLE is soliciting proposals from a qualified solar photovoltaic (solar PV) firm/team to design AND construct a roof mount solar PV system the site address. The Firm/Team is responsible for all project permitting. Respondents shall have demonstrated experience designing, planning, scheduling, permitting and constructing complete solar, have relationships with/knowledge of local utilities, provide project financial analysis and rebate support, provide system monitoring and maintenance, and have established onsite safety standards.

#### General Conditions

1. Each respondent is responsible for reviewing and understanding all terms of this Request for Proposal. Failure to thoroughly examine or request clarification on RFQ terms may result in disqualification.
2. Any bid may be withdrawn at any time prior to the due date with a written request signed by the authorized respondent representative. Revised proposals may be submitted up to the original due date/time.
3. Issuance of this RFQ and receipt of proposals does not commit the TOWN OF WAYNESVILLE to move forward with an award or complete the project described. TOWN OF WAYNESVILLE reserves the right to postpone the RFQ award process, to accept or reject any or all proposals received in response to this RFQ, and to modify the scope of the project at any time.
4. An award under this RFQ may not be based solely on the lowest price but will be made to the respondent with the overall best value proposal. The successful proposal will meet the project site design guidelines and provide service level acceptable to the TOWN OF WAYNESVILLE.
5. Bid proposals shall remain valid for 60 days after opening of the proposals. If TOWN OF WAYNESVILLE decides to move forward with a certain bid, contract will be executed in the 60-day timeframe or Firm/Teams will be allowed to revise pricing.
6. Upon award, successful respondent shall secure all appropriate licenses to complete the scope of work included in this RFQ.

7. Successful respondent will enter into a formal agreement with the TOWN OF WAYNESVILLE, which will be similar to the Draft Agreement included as [Exhibit F].

# RFQ Schedule

The schedule for this RFQ is as indicated below. It may be modified at the discretion of TOWN OF WAYNESVILLE. An addendum will be issued in the event of any changes scheduled.

Project Milestone	Date/Time
RFQ Advertised/released	6/3/2026 10:00 AM
Mandatory Site Walk/Pre-Proposal Conference	6/10/2026 2:00 PM
Requests for Information (RFIs) Due	6/17/2026 4:00 PM
Answers to RFIs distributed	6/22/2026 5:00 PM
Notice of Intent to Submit Proposal	6/25/2026 5:00 PM
Proposal Due	7/2/2026 3:00 PM
Notice of Intent to Award	7/20/2026
Fully Executed Contract	8/7/2026
Project Notice to Proceed	8/12/2026
System Operation Date	12/10/2026

## Mandatory Site Walk

Mandatory pre-bid meeting and site walk are scheduled for 6/10/2026 2:00 PM. All interested firms must attend this required site visit. If an interested firm is unable to attend the scheduled pre-bid meeting and site walk on 6/10/2026 2:00 PM, they must plan with the Town for an alternative date and time. Alternative dates and times will not be scheduled after June 17, 2026. Participants will meet at 2:00 pm at 550 Vance Street Waynesville, NC 28786 address at the time stated above. Technical questions will be answered by 6/22/2026 5:00 PM.

## Request for Information

Please submit questions via email to Town of Waynesville, Luke Kinsland, Recreation Director, [lkinsland@waynesvillenc.gov](mailto:lkinsland@waynesvillenc.gov) by 6/17/2026 4:00 PM. Responses to questions will be shared with all bidders.

## Notice of Intent to Submit Proposal

Respondents must present their notice of intent to submit a proposal to Luke Kinsland, Recreation Director, [lkinsland@waynesvillenc.gov](mailto:lkinsland@waynesvillenc.gov) & Sebrina Love, Purchasing Supervisor, [slove@waynesvillenc.gov](mailto:slove@waynesvillenc.gov), to ensure receipt of all addendums and other project documents. Addendums to this RFQ based on submitted technical questions, along with changes to the proposal schedule, will be issued via email.

## RFQ Submission Guidelines

One electronic copy (email and/or thumb drive) and one hard copy (see page 7 for more information).

## Selection Process

Depending on the number and quality of the proposals received, TOWN OF WAYNESVILLE reserves the right to either select a vendor or shortlist two to three companies. Shortlisted companies will be asked to meet with TOWN OF WAYNESVILLE to present their proposal to the decision team and answer any outstanding

questions. Should the Town receive less than three proposals, the submitted proposals shall not be opened until the project is re-advertised and rebid.

## Project Background

### Objective

TOWN OF WAYNESVILLE'S interest in pursuing installation of a rooftop solar photovoltaic system at the Recreation Center, to realize the following prioritized goals:

1. Provide an alternate source of electricity to power the Center.
2. Offset or reduce grid electricity use/electricity bills.

The business sector that designs and installs these systems are predominantly design/construction firms. The Town needs to have the project under construction by 12/10/2026. Both realities lend the project to the Design/Build Method of Procurement.

### Background

The Town of Waynesville (Town) is a public municipal corporation. It serves a resident population of 10,600. The Town is a full-service municipality that also provides an electric distribution system to approximately half of its population. The Recreation Center is a 25-year-old building of approximately 33,000 sq. ft. under the original membrane roof. The roof decking material is metal decking. The facility has a capacity of 1,271 people. The roof is approximately 40 feet off the ground.

### Project Description

The Town of Waynesville is seeking proposals for the design, engineering, procurement, and installation of a solar photovoltaic (PV) system at the Waynesville Recreation Center. The selected contractor shall provide all labor, materials, equipment, permits, interconnection coordination, inspections, and commissioning necessary to deliver a complete and operational solar energy system.

To assist proposers with system sizing and production estimates, the Recreation Center's highest monthly electrical consumption during the previous two-year period was 130,240 kWh, recorded in August 2024. This equates to an average daily electrical usage of approximately 4,201 kWh per day over a 31-day billing cycle. Historical electric usage and demand data for the facility are provided in Exhibit D – Two-Year Electric Usage History for proposer review and system sizing purposes.

Proposals should evaluate the feasibility of offsetting a significant portion of the facility's electrical demand while maximizing long-term energy production, operational reliability, and return on investment. Respondents are encouraged to recommend system configurations and equipment that provide the greatest value to the Town while meeting all applicable codes, utility requirements, and industry standards.

The project site is located at: 550 Vance Street, Waynesville, NC 28786

- **Description of Site:** The site is comprised of recreation facilities, a dog park, running track, athletic field and softball field. Main building has a roof areas of 36,000 sq. ft. The area is shown in Exhibit

“A” comprises the roof area of the facility, A structural engineer has examined the roof and states that it will bear the weight of a Solar PV system. The electric system in the facility is easily accessible.

- **Desired System Size:** The solar system shall be comprised of an array of photovoltaic panels and electrical equipment components generating a minimum of **250 kW (DC system size)** and up to a maximum of **400 kW**, subject to structural capacity, code requirements, and available roof area. Contractor shall provide estimated annual energy production (kWh) and projected percentage offset of the facility's electrical usage. maximum daily load. Questions regarding additional constraints should be submitted to Luke Kinsland at lkinsland@waynesvillenc.gov.
- **Description of Desired Solar System:** A roof-mounted, non-penetrating system. **Note: If penetration is required, the provider shall receive prior approval of the owner and carry them out in accordance with the roofing contractor who holds the warranty.**
- **Project Financing:** The project is fully funded through loan proceeds. Contractor shall submit pay applications in conformance with the institution's requirements. A construction scope that exceeds the loan and any additional funding the Town is willing to provide may be reduce the scope of the project. As with any public proposal , the Town reserves the right to refuse any and all bids for any reason. The Town will accept payment requests for work and inventory in place. It will withhold a 5% retainage which will be reimbursed when the Town accepts work.
- **System Ownership Information:** System will be owned by the Town.
- **Operation & Maintenance:** The selected Company shall provide a price for O&M services on an annual basis for a period of at least 5 and up to 20 years, as part of their proposal. Please include O&M costs as a separate line -item.

## Scope of Work:

- Conduct project planning, including code analysis, value engineering constructability, preliminary cost estimates, and schedule development.
- Design and install a non-penetrating solar PV system on the roof of Town of Waynesville Recreation Center.
- Ensure compatibility with the existing 120/208 volt, three phase electric service.
- Install a bi-directional meter.
- Calculate monthly electric savings provided by the solar PV system.

## Design Guidelines

Firm/Team should consider the following guidelines when designing the solar PV.

### Rooftop Solar PV

The Firm/Team shall develop a design for a new photovoltaic system. It is the responsibility of the Firm/Team to assess the building's structural integrity and roof conditions during the project planning phase.

- Firm/Team shall make every effort to use “**American Made**” components. Town will be able to apply for rebate on all inventory that is made in the USA. A list of such inventory shall be kept by the contractor. Extra points will be awarded for the use of “**American Made**” components.
- Mounting system shall be fully ballasted unless the owner and roofing contractor has permitted penetration in the membrane roof. Mounting system design needs to meet applicable local building and fire code requirements with respect to snow, wind, and earthquake factors (*Waynesville is in a “high wind and earthquake zone”. Contact building inspector for loads*). Solar system installation should not void the roof warranty.
- Conduit penetrations shall be minimized.
- Systems shall be fixed tilt with an orientation that maximizes annual efficiency. Facility energy costs saving is the primary function of the Solar PV system.
- All roof access points shall be locked at the end of each day.
- System layout shall meet local fire department and building code and ordinance requirements for roof access.

## Code Specifications

All power generation and transmission equipment must be UL listed for its designed use. Construction must comply with the currently adopted State Building Code, which includes International Building Code, National Electric Code (NEC) and State Fire Code.

- **Modules:** System modules shall be listed UL1703, and CEC-listed
- **Inverters:** Shall be UL1741 listed and must be CEC-listed with an efficiency of 95% or higher
- **Thermal Runaway Fire Spread:** UL 9540A
- **Separation Distances:** NFPA 70 (NCEC)

## Firm/Team Responsibilities

The final design package and documents shall include the following but are not all required in the proposal stage. The items highlighted in yellow must be referenced in the proposal requirement section for detailed bid submission requirements.

- **Description of the solar system**
- Construction documents and engineering calculations that are signed and sealed by a licensed architect or engineer
- Layout drawing of installation site providing location of all equipment
- **Equipment details and specifications**
- Schedule for equipment procurement and installation
- Description of how Town of Waynesville grid interconnection requirements will be met
- **Description of controls, monitors, and instrumentation to be used for the solar system**
- Equipment and installation manuals
- Safety plan
- Quality control plan
- Operations and Maintenance manuals for system operations and performance monitoring over the life of the contract
- Web-based monitoring.
- Close out report including the following information: system nameplate size, the overall installed cost of the system and estimated and guaranteed annual kilowatt hour (kWh) production (if applicable).

## Warranties

The solar provider's standard system warranty coverage should cover modules, inverters, racking, and workmanship.

**Modules:** 10-Year Power Output & 10 Workmanship Limited Warranty

- **Inverter:** 10-Year Limited Warranty, provide a price and/or plan for inverter replacement in year 11 and beyond
- **Racking:** 10-Year Limited Warranty priority
- **Workmanship:** 1 Year Limited Warranty

## System Monitoring

Monitoring system performance is an important element of this RFQ. The TOWN OF WAYNESVILLE will favor a proposal that includes a turnkey monitoring system. The system should display and analyze historical and live solar electricity generation data. Additionally, the regularly collected data should reflect, but not be limited, to the following:

- Average and accumulated output (kWh/kW and total kWh)
- Capacity factor

## Operation and Maintenance of System

The successful respondent will provide a proposal to provide operation and maintenance of the entire solar electric system for an initial five-year period. Proposal for operation and maintenance shall be stated in a separate section of the quote.

Operations and maintenance services include:

- Online monitoring
- Performance monitoring, notification, and troubleshooting – must have personnel available to notify TOWN OF WAYNESVILLE of an outage or decrease in system production
- Corrective maintenance to mitigate any risk to the system or minimize down time
- System Performance Reports that compare actual production to predicted production
- Preventative maintenance and inspections to identify and fix problems before they occur, including infrared photography for hot spots, manufacturer recommended maintenance, hardware torque checks, and array cleanings

Prior to start-up system, the successful respondent shall supply TOWN OF WAYNESVILLE with two copies, (*one hard copy and one email or thumb drive*) of all Component Product Data and Component Operation and Maintenance manuals. The information shall be sufficient for TOWN OF WAYNESVILLE to evaluate and ensure appropriate O&M is being completed over the life of the system. Examples of components include solar panels, conduits, inverter, net metering equipment, etc. Project as-builts that detail location of all above and underground utilities and components shall be submitted within 30 days of system start-up.

## Proposal Requirements

### **Conflicts of Interest**

Firms submitting a Statement of Qualifications (SOQ) shall have no association with elected or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for this project. Town staff will evaluate the SOQs and will invite the most qualified firms/teams to interview with Town staff prior to selecting a firm/team.

### **Content and Format of Proposal Package**

A written proposal must be submitted in the format outlined herein. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The submission shall be limited to a maximum of 20 pages (8.5" X 11", font size 10 or larger). Submissions should be submitted in an electronic format (thumb drive and/or email) and one hard copy. You may include a 1-page cover letter in addition to the 20-page report. Reference forms will not count towards page limit.

The qualifications statement shall consist of the following information, tabbed as identified and in the order indicated below:

#### **Section 1-General Information**

- Description of firm/team.
- Legal company organization; organization chart with names. Organizational charts also include major subcontractors. Note that the firm/team may be required to complete a hazardous material survey of impacted facilities and must identify the appropriate staff resources or subcontractors on the organizational chart for this task. Note that no substitutions to the proposed project team of the selected firm(s) can be made without the prior written approval of the Town.
- Identify the Project Manager, all licensed contractors, all licensed subcontractors, and all licensed design professionals for whom the firm intends to assign this project.
- List of applicable North Carolina licenses for construction, engineering, or other trades/professions pertinent to the project requirements.

#### **Section 2 - Relevant Firm Experience**

- Applicant's overall reputation, service capabilities and quality as it relates to this project.
- List and briefly describe 3-5 comparable projects completed by your firm/team or currently in progress; include your firm's role, and discuss contract amendment history, if applicable. For each project, include contract value and construction value (original value plus contract amendments, if applicable), project owner, project location, contact name and title, address, current and accurate telephone number, and email address. Include the initial contract price, final contract price, and an explanation for any difference between the two. Provide the initial dates for scheduled start and finish and the actual start and finish dates, along with an explanation of what caused any difference.
- A minimum of three referrals and references from other agencies and owners. If possible, references should be from the projects listed above.
- Type and amount of self-performed work.

### Section 3 - Team Experience & Qualifications

- Describe each team member's position within the firm: experience, certifications, and qualifications. At a minimum, the lead designer, project manager, and construction manager should be identified and available for interview if the firm/team is shortlisted.
- Provide a statement that all professional subconsultants were chosen based upon qualifications and without consideration of price.
- Briefly describe each team member's role in this project.
- Provide "team" experience working together on similar projects.
- Explain your understanding of, and experience with, the Design-Build Delivery Method.
- Provide information regarding teaming history and working relationships between the Design Build contractor and the Design-Build consulting engineering firm.

### Section 4 - Project Understanding, Approach & Project Management

- Describe your understanding of the project.
- Identify and discuss any potential problems during design and construction.
- Identify and discuss methods to mitigate those problems.
- Describe the work you anticipate self-performing, and the work you anticipate being performed by sub-consultants/contractors. Discuss the access and capacity of the subcontractor(s) as well as the subcontractor's history with your firm/team and their qualifications.
- Provide schedule; identify and discuss ideas to accelerate the overall schedule.
- Describe your approach to maintaining operations at the facility during construction activities if the same location is used.
- Describe your approach to coordination with vendors for startup, training, and warranty compliance.
- Describe your approach to change orders.
- Describe your planning, scheduling, estimating, and construction management tools.
- Describe your quality control plan and dispute resolution.

### Section 5 - Other Factors

- Describe approach to safety management. Provide current safety ratings, practices, and firm approach to safety. Note, proposers are directed not to submit full safety plans, however, the Town may request a copy of safety plans if deemed necessary for the selection process or project implementation.
- A description of current and projected workload relates to the team's ability to complete the project in a timely manner including level and magnitude of involvement. For the purpose of gauging capacity to handle this project along with other projects without disruption on the Town's schedule.
- Provide a statement regarding your assurance that this engagement will not result in a conflict of interest.
- A description of any program in place to encourage participation by minority businesses as such is defined in N.C.G.S. § 143-128.2(g) and the outreach efforts which will be used to notify minority businesses of opportunities for participation in the project.

- Relevant factors impacting the quality and value of work.
- Any other information pertinent to the team's ability to complete the project.
- List and describe any litigation ; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination of a project.
- Listing of any pending or settled lawsuits or professional liability claims in which the design builder was involved during the past ten (10) years. All claims shall be included regardless of location.

### **Proposal Submission**

Please provide one hard copy and email or thumb drive with electronic files cover sheet stating "Waynesville Recreation Department Solar System" with Attn: Sebrina Love. Hard copies must be delivered to Sebrina Love, Purchasing Supervisor, 129 Legion Drive, Waynesville, NC 28786. no later than 3:00 pm 7/2/2026. Proposals received after this time will be returned to the respondent un-opened. Proposals will not be considered for award unless submitted in the format described below. It is the responsibility of the respondent to ensure that the submittal is received in a timely manner. Fax proposals will not be accepted. Hard copy proposal must be submitted to the following address:

Name: Sebrina Love, Purchasing Supervisor  
TOWN OF WAYNESVILLE  
129 Legion Drive, Waynesville, NC 28786  
828-456-2030  
slope@waynesvillenc.gov

### **Evaluation/Selection Criteria:**

The TOWN OF WAYNESVILLE will evaluate proposals according to the evaluation criteria below. The result of this step will be the identification of the selection of a proposal for negotiation of a contract. Points will be awarded based on the relative merit of the information provided in response to the solicitation. Proposal selection is based on the total number of points awarded by the evaluation committee.

- |                                                  |           |
|--------------------------------------------------|-----------|
| • Project Approach, Understanding and Management | 35 points |
| • Implementation Schedule                        | 30 points |
| • Company Qualifications/Project Experience      | 20 points |
| • Project team experience                        | 15 points |

TOWN OF WAYNESVILLE may choose to conduct interviews with selected respondents to ask questions or for more detail on the proposed project. The TOWN OF WAYNESVILLE reserves the right to seek supplemental information from any respondent at any time after official proposal opening and before award. This will be limited to clarification or more detail on information included in the original proposal. Upon acceptance of a proposal and intent to award, the successful respondent will be required to execute and return all required project documents and certificates of insurance within 10 days from the Notice of Award. The TOWN OF WAYNESVILLE reserves the right to accept or reject any and all proposals. Town will award the proposal to the firm offering the best design, construction schedule, performance and value to the TOWN OF WAYNESVILLE.

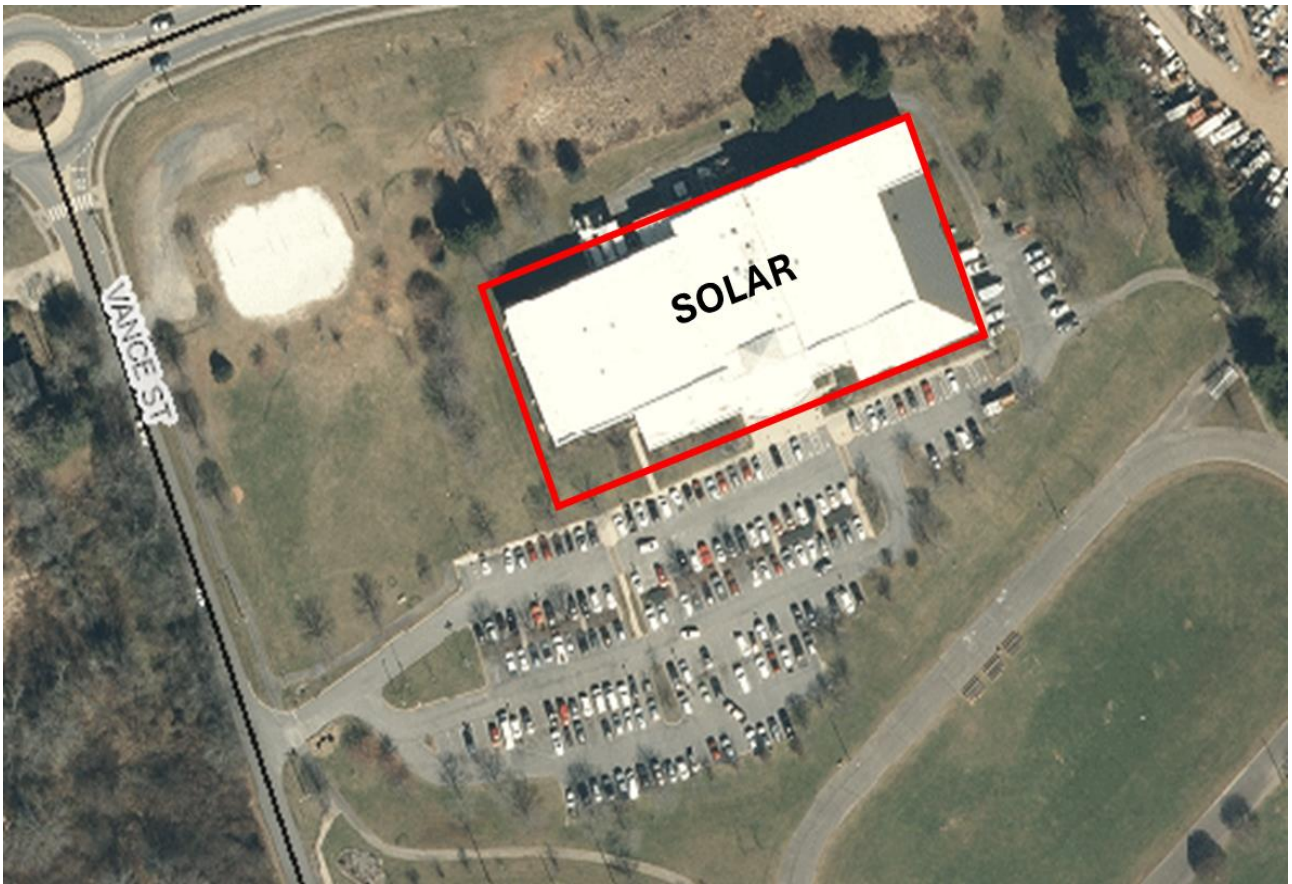
**RFQ Exhibits:**

**Exhibit A:** Site/roof plan with solar areas identified

**Exhibit B:** Solar Electric Rider

**Exhibit C:** Ten years of utility bills (Consumption/Demand)

**Exhibit D:** Two-Year Electric History Usage



**TOWN OF WAYNESVILLE  
RENEWABLE ENERGY PURCHASE  
SOLAR RATE RIDERS**

**AVAILABILITY**

This Solar Rate Riders are available to Residential, Commercial and Municipal applicants taking electric service from the Town. This Riders are available to the first 500 KW (AC) of installed renewable capacity for Residential customers, the first 500 KW (AC) of installed renewable capacity for Commercial customers and the first 500 KW (AC) of installed renewable capacity for Municipal customers.

Once this Rider is fully subscribed with 500 KW (AC) of installed renewable capacity for Residential customers, as measured in AC capacity, this Rider is closed for Residential customers until further consideration. Once this Rider is fully subscribed with 500 KW (AC) of installed renewable capacity for Commercial customers, as measured in AC capacity, this Rider is closed for Commercial customers until further consideration. Once this Rider is fully subscribed with 500 KW (AC) of installed renewable capacity for Municipal customers, as measured in AC capacity, this Rider is closed for Municipal customers until further consideration.

This Rider is available in conjunction with any of the Town's Electric Rate Schedules applicable to a Residential or Commercial customer who operates an approved renewable energy generation system, located and used at the customer's primary residence or business. The rated capacity of the generation system shall be less than 20 kW for a residential system and shall be less than 150 kW for a commercial system and shall be less than 150 kW for a municipal system. The Nameplate Rating of the Customer's installed generation system and equipment must not exceed the Customer's maximum monthly kilowatt (kW) demand of the residence or 20 kW, whichever is less. The generation system that is connected in parallel with service from the Town and located on the customer's premises must be manufactured, installed, and operated in accordance with governmental and industry standards, in accordance with all requirements of the local code official, and must fully conform with the Town's applicable renewable energy generation application and attachments. Renewable Generation shall be defined as adopted by NC G.S. 62-133.8(a) (8).

**APPLICABILITY**

**Residential Customer**

This schedule is applicable to any new or existing Residential Customers taking service under any of the Town's Rate Schedules with the rated solar facility capacity no greater than 20 kW AC. Customers who wish to apply for this schedule and have a rated capacity in excess of 20 kW shall be considered on a case-by-case basis. All provisions of the Town's Rate Schedules shall apply, including but not limited to, determination of Billing Demand, Contract Demand, and Approved Fuel Charge Adjustments etc.

Commercial Customer

This schedule is applicable to any new or existing Commercial Customers taking service under any of the Town's Rate Schedules that have a rated capacity no greater than 150 kW. Customers who wish to apply for this schedule and have a rated capacity in excess of 150 kW shall be considered on a case-by-case basis. All provisions of the Town's Rate Schedules shall apply, including but not limited to, determination of Billing Demand, Contract Demand, and Approved Fuel Charge Adjustments etc.

Municipal Customer

This schedule is applicable to any new or existing Municipal Customers taking service under any of the Town's Rate Schedules that have a rated capacity no greater than 150 kW. Customers who wish to apply for this schedule and have a rated capacity in excess of 150 kW shall be considered on a case-by-case basis. All provisions of the Town's Rate Schedules shall apply, including but not limited to, determination of Billing Demand, Contract Demand, and Approved Fuel Charge Adjustments etc.

TYPE OF SERVICE

The types of service to which this schedule is applicable are, alternating current, 60 hertz, 120/240 volt 3-wire single phase, 120/208-volt 3 phase 4-wire, 277-480-volt 3 phase 4-wire, and 240-volt Delta 3 phase 4-wire.

SPECIAL CONDITIONS

Prior to receiving service under this Test Case Rider, customer must execute and Interconnection Request and an Interconnection Agreement. Customer shall not install solar systems until both the Interconnection Request and Agreement are completed and approved by the Town Electric Division.

In the event the Town determines that it is necessary to install a dedicated transformer or other equipment to protect the safety and adequacy of electric service provided to other customers, the customer shall pay all costs involved with system upgrades to accommodate installation.

Customer grants the Town the right to install, operate and monitor special equipment to measure customer's load, generating system output, or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

	All kWh(s)	\$0.14047/kWh
<b>Residential Solar (Accounts established prior to 4/26/22)</b>		
	Base Charge	\$42.94
	All kWh(s)	0.0780285/kWh
<b>Net Meter Residential Solar Rate Rider (20kW Max. Sized to Existing Consumption)</b>		
	Base Charge in addition to residential base rate	\$11.24
	Residential Rate	\$0.14047/kWh
	Solar Power Credit	\$.0125 less than residential rate
<b>Commercial, Single Phase (No Demand)</b>		
	Base Charge	\$16.50
	1 - 700 kWh	\$0.16569/kWh
	701 - 4,000 kWh	\$0.13304/kWh
	All over 4,000 kWh	\$0.12711/kWh
<b>Commercial, Three Phase (No Demand)</b>		
	Base Charge	\$25.43
	1 - 700 kWh	\$0.16569/kWh
	701 - 4,000 kWh	\$0.13304/kWh
	All over 4,000 kWh	\$0.12473/kWh
<b>Net Metering Commercial Solar Rate Rider (150 kW max. Sized to Existing Consumption)</b>		
	Base Charge in addition to commercial base rate	\$11.91
	1 - 700 kWh	\$0.16569/kWh
	701 - 4,000 kWh	\$0.13304/kWh
	All over 4,000 kWh	\$0.12711/kWh
	Solar Power Credit	\$0.09
<b>Net Metering Governmental Solar Rate Rider (150 kW max. Sized to Existing Consumption)</b>		
	Base Charge in addition to commercial base rate	\$11.91
	1 - 700 kWh	\$0.16569/kWh
	701 - 4,000 kWh	\$0.13304/kWh
	All over 4,000 kWh	\$0.12711/kWh
	Solar Power Credit	\$0.09
<b>Demand Accounts</b>		
Demand meters are placed on all commercial accounts with an actual or anticipated 12 month average consumption of at least 5,000 kWh per month.		
Accounts will be removed from demand service rates when the calendar year average declines below a 5,000 kWh per month average or the nature of the operation is changed to the extent that the average consumption will be less than 5,000 kWh per month.		
<b>Three Phase</b>		
	Base Charge	\$18.94
	Usage	\$0.097428/kWh
<b>Single Phase</b>		
	Base Charge	\$16.50
	Usage	\$0.097428/kWh
In addition to the kilowatt hours charges, peak metered demand is billed at \$8.3073 per kilowatt of peak demand per month.		
<b>Industrial Accounts</b>		
Industrial rates are used on all industrial accounts with an actual or anticipated 12 month average consumption of at least 1,500,000 kWh per month.		
Industrial fuel adjustment added to base rate as of January 1, 2018 is \$ 0.00000 per kWh.		
<b>Three Phase</b>		
	Base Charge	\$18.94
	Usage	\$0.071605/kWh
In addition to the kilowatt hours charges, peak metered demand is billed at \$17.72 per kilowatt of peak demand per month.		
<b>Renewable Energy and Efficiency Portfolio Standards (REPS)</b>		
In 2007, the North Carolina General Assembly passed legislation that requires utility companies to develop an increasing supply of alternative energy resources, with 3% of their total supply coming from renewable by 2013 and 12% from renewable by 2021. Utility companies are charging their customers to recover the cost of the renewable energy they purchase. In turn the Town is passing along these costs to its customers. These charges (REPS) are set each December by our power supplier.		

# TOWN OF WAYNESVILLE



## UB Consumption History Report

Account #	Customer Name	Parcel	Location	Usage	Repl	Usage	Billed	Usage	Charge Amt	Status
Service	Man Meter #	Cd	Read Date	By	Bill#	Curr	Read	Usage	Billed Amt	Days
8107	503434TOWN OF WAYNESVILLE		550 VANCE ST							CURRENT
3ECTD	1 ITR026668505	A	04/24/2026		2300161	61,198	2,516	948 X 90	7,407.88	31
3ECTD	1 ITR026668505	A	03/24/2026		2292083	60,250		786	6,145.21	29
3ECTD	1 ITR026668505	A	02/23/2026		2283961	59,464		911	8,235.38	32
3ECTD	1 ITR026668505	A	01/22/2026		2275896	58,553		1,074	9,783.21	31
3ECTD	1 ITR026668505	A	12/22/2025		2267834	57,479		1,058	10,765.50	31
3ECTD	1 ITR026668505	A	11/21/2025		2259775	56,421		1,032	10,716.19	30
3ECTD	1 ITR026668505	A	10/22/2025		2251725	55,389		1,235	8,062.60	29
3ECTD	1 ITR026668505	A	09/23/2025		2243655	54,154		1,440	10,780.00	32
3ECTD	1 ITR026668505	A	08/22/2025		2235539	52,714		1,420	14,349.24	29
3ECTD	1 ITR026668505	A	07/24/2025		2227494	51,294		1,471	14,700.61	30
3ECTD	1 ITR026668505	A	06/24/2025		2220245	49,823		1,520	15,040.19	32
3ECTD	1 ITR026668505	A	05/23/2025		2211500	48,303		1,245	15,056.08	29
3ECTD	1 ITR026668505	A	04/24/2025		2203553	47,058		1,201	12,680.79	30
3ECTD	1 ITR026668505	A	03/25/2025		2196370	45,857		1,007	12,086.51	29
3ECTD	1 ITR026668505	A	02/24/2025		2187660	44,850		1,160	7,867.74	33
3ECTD	1 ITR026668505	A	01/22/2025		2179758	43,690		1,138	10,467.99	33
3ECTD	1 ITR026668505	A	12/20/2024		2171856	42,552		1,166	11,541.45	28
3ECTD	1 ITR026668505	A	11/22/2024		2163937	41,386		1,204	11,941.95	29
3ECTD	1 ITR026668505	A	10/24/2024		2156045	40,182		1,226	12,291.25	29
3ECTD	1 ITR026668505	A	09/25/2024		2148122	38,956		1,481	9,574.68	29
3ECTD	1 ITR026668505	A	08/26/2024		2140211	37,475		1,628	12,623.30	30
3ECTD	1 ITR026668505	A	07/26/2024		2132323	35,847		1,523	15,166.26	31
3ECTD	1 ITR026668505	A	06/27/2024		2124457	34,324		1,486	16,155.58	29
3ECTD	1 ITR026668505	A	05/29/2024		2116609	32,838		1,423	11,889.57	29
									10,842.20	29
									14,441.08	29
									10,383.29	29
									13,941.23	29

# TOWN OF WAYNESVILLE



## UB Consumption History Report

Account #	Customer Name	Man Meter #	Cd	Read Date	By	Bill #	Parcel	Usage	Repl	Usage	Location	Charge Amt	Status
Service							Read				Billed Usage	Billed Amt	Days
8107	503434TOWN OF WAYNESVILLE		A	04/30/2024		2108760	31,415	1,395		550 VANCE ST	10,179.33	CURRENT	
3ECTD	A	ITR026668505								111,600	13,622.09	29	
3ECTD	A	ITR026668505		04/01/2024		2100866	30,020	1,338		107,040	9,764.12	31	
3ECTD	A	ITR026668505		03/01/2024		2093019	28,682	1,236		98,880	13,103.53	29	
3ECTD	A	ITR026668505		02/01/2024		2085554	27,446	1,294		103,520	9,021.12	30	
3ECTD	A	ITR026668505		01/02/2024		2077621	26,152	1,294		103,520	12,079.47	32	
3ECTD	A	ITR026668505		12/01/2023		2069348	24,858	1,204		96,320	12,475.02	29	
3ECTD	A	ITR026668505		11/02/2023		2061839	23,654	1,270		101,600	12,608.36	29	
3ECTD	A	ITR026668505		10/04/2023		2053998	22,384	1,519		121,520	8,788.02	29	
3ECTD	A	ITR026668505		09/05/2023		2046154	20,865	1,935		154,800	11,726.57	29	
3ECTD	A	ITR026668505		08/04/2023		2038136	18,930	1,747		139,760	12,352.79	32	
3ECTD	A	ITR026668505		07/06/2023		2030642	17,183	1,552		124,160	11,082.58	29	
3ECTD	A	ITR026668505		06/07/2023		2022694	15,631	1,468		117,440	14,112.86	29	
3ECTD	A	ITR026668505		05/09/2023		2015063	14,163	1,174		93,920	17,840.03	29	
3ECTD	A	ITR026668505		04/10/2023		2007134	12,989	1,292		103,360	16,436.25	31	
3ECTD	A	ITR026668505		03/10/2023		1999529	11,697	1,245		99,600	10,972.68	29	
3ECTD	A	ITR026668505		02/09/2023		1991932	10,452	1,231		98,480	7,776.23	30	
3ECTD	A	ITR026668505		01/10/2023		1984344	9,221	1,188		95,040	10,428.37	29	
3ECTD	A	ITR026668505		12/12/2022		1976748	8,033	1,168		93,440	10,415.63	28	
3ECTD	A	ITR026668505		11/14/2022		1969187	6,865	1,310		104,800	10,085.66	28	
3ECTD	A	ITR026668505		10/17/2022		1961611	5,555	1,225		98,000	10,014.43	28	
3ECTD	A	ITR026668505		09/19/2022		1953983	4,330	1,589		127,120	8,181.39	31	
3ECTD	A	ITR026668505		08/19/2022		1946290	2,741	1,897		151,760	10,832.44	29	
3ECTD	A	ITR026668505		07/21/2022		1938659	844	1,832		146,560	7,651.57	30	
3ECTD	A	ITR026668505		06/21/2022		1931046	99,012	1,677		134,160	10,961.52	29	
3ECTD	A	ITR026668505		05/23/2022		1923424	97,335	1,352		108,160	9,920.46	27	
3ECTD	A	ITR026668505		04/26/2022		1916431	95,983	1,407		112,560	12,956.33	32	

# TOWN OF WAYNESVILLE



## UB Consumption History Report

Account #	Customer Name	Man Meter #	Cd	Read Date	By	Bill#	Parce/ Curr Read	Usage	Repl Usage	Location	Charge Amt Billed	Status
8107	503434TOWN OF WAYNESVILLE											
4DEM	ITRO26668506	ITRO26668506	A	04/24/2026		2300161	1,605	1,605	0	550 VANCE ST	1,063.33	CURRENT
4DEM	ITRO26668506	ITRO26668506	A	03/24/2026		2292083	1,924	1,924	0	128	9,312.70	31
4DEM	ITRO26668506	ITRO26668506	A	02/23/2026		2283961	2,554	2,554	0	154	1,279.32	29
4DEM	ITRO26668506	ITRO26668506	A	01/22/2026		2275896	2,059	2,059	0	204	8,235.38	32
4DEM	ITRO26668506	ITRO26668506	A	12/22/2025		2267834	2,276	2,276	0	165	1,694.69	31
4DEM	ITRO26668506	ITRO26668506	A	11/21/2025		2259775	2,713	2,713	0	182	9,783.21	31
4DEM	ITRO26668506	ITRO26668506	A	10/22/2025		2251725	2,751	2,751	0	217	10,765.50	30
4DEM	ITRO26668506	ITRO26668506	A	09/23/2025		2243655	2,917	2,917	0	220	1,511.93	29
4DEM	ITRO26668506	ITRO26668506	A	08/22/2025		2235539	3,350	3,350	0	233	10,716.19	32
4DEM	ITRO26668506	ITRO26668506	A	07/24/2025		2227494	3,369	3,369	0	268	1,802.68	29
4DEM	ITRO26668506	ITRO26668506	A	06/24/2025		2220245	2,807	2,807	0	270	10,780.00	30
4DEM	ITRO26668506	ITRO26668506	A	05/23/2025		2211500	2,853	2,853	0	225	1,827.61	32
4DEM	ITRO26668506	ITRO26668506	A	04/24/2025		2203553	2,444	2,444	0	233	12,493.57	29
4DEM	ITRO26668506	ITRO26668506	A	03/25/2025		2196370	2,542	2,542	0	268	1,935.60	32
4DEM	ITRO26668506	ITRO26668506	A	02/24/2025		2187660	2,470	2,470	0	270	14,349.24	29
4DEM	ITRO26668506	ITRO26668506	A	01/22/2025		2179758	2,465	2,465	0	196	14,700.61	30
4DEM	ITRO26668506	ITRO26668506	A	12/20/2024		2171856	2,740	2,740	0	225	15,040.19	32
4DEM	ITRO26668506	ITRO26668506	A	11/22/2024		2163937	2,769	2,769	0	228	1,869.14	29
4DEM	ITRO26668506	ITRO26668506	A	10/24/2024		2156045	3,003	3,003	0	196	1,894.06	29
4DEM	ITRO26668506	ITRO26668506	A	09/25/2024		2148122	3,205	3,205	0	203	12,680.79	30
4DEM	ITRO26668506	ITRO26668506	A	08/26/2024		2140211	3,209	3,209	0	198	12,086.51	29
4DEM	ITRO26668506	ITRO26668506	A	07/26/2024		2132323	3,090	3,090	0	203	1,686.38	33
4DEM	ITRO26668506	ITRO26668506	A	06/27/2024		2124457	3,090	3,090	0	197	10,467.99	29
4DEM	ITRO26668506	ITRO26668506	A	05/29/2024		2116609	3,189	3,189	0	198	1,644.85	33
										11,739.52		
										11,541.45		
										1,819.30		
										11,941.95		
										1,844.22		
										12,291.25		
										1,993.75		
										12,623.30		
										2,126.67		
										15,166.26		
										2,134.98		
										16,155.58		
										2,051.90		
										15,316.62		
										2,051.90		
										14,441.08		
										2,118.36		
										13,941.23		



## GENERAL INFORMATION FOR SUBMITTING PROPOSALS

1) *EXCEPTIONS*: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions, and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. The offeror agrees explicitly to the conditions set forth in the above paragraph by signing the proposal.

2) *CERTIFICATION*: By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in

G.S. 143-59.1. False certification is a Class I felony.

3) *ORAL EXPLANATIONS*: The Town of Waynesville shall not be bound by oral explanations or instructions given at any time during the competitive process or after the award.

4) *COST OF PROPOSAL PREPARATION*: Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the Town of Waynesville will not reimburse any offeror for any costs incurred.

5) *TIME FOR ACCEPTANCE*: Each proposal shall state that it is a firm offer that may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delay.

6) *HISTORICALLY UNDERUTILIZED BUSINESSES*: The Town of Waynesville invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled.

The Contractor agrees to maintain open hiring and employment practices and to receive applications for employment in compliance with all requirements of applicable federal, state, and local laws and regulations issued pursuant to its relating to nondiscriminatory hiring and employment practices. Each Contractor shall undertake an affirmative action program to ensure that no person shall be excluded from participation in any employment

activities because of age, sex, race, religion, color, national origin, or handicap.

- 7) *PROTEST PROCEDURES*: If an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Office, 129 Legion Drive, or P.O. Box 100, Waynesville, NC 28786. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actual y awarded contracts and not to every person or firm responding to this solicitation. Contract status and award notices are available through the purchasing division (828)456-3706.
  
- 8) *TABULATIONS*: Bidders may call the purchasing division to obtain a verbal status of contract award.

## CONTRACT TERMS & CONDITIONS

- 1) *INDEPENDENT CONTRACTOR*: The Contractor shall be considered to be an independent contractor and, as such, shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the Town of Waynesville.
- 2) *KEY PERSONNEL*: The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Town Manager. The individuals designated as key personnel for the purposes of this contract are those specified in the Contractor's proposal.
- 3) *SUBCONTRACTING*: Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval by the Town Manager. Acceptance of an offeror 's proposal shall include any subcontractor(s) specified therein.
- 4) *PERFORMANCE AND DEFAULT*: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this agreement, the Town of Waynesville shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, with the option of the Town, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this agreement, and the Town may withhold any payment due to the Contractor for the purpose of setoff until such time as the exact amount of damage due the Town of Waynesville from such breach can be determined.
- 5) *TERMINATION*: The Town may terminate this agreement at any time by giving 15-day notice in writing from the Town to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Town, become its property. If the contract is terminated by the Town of Waynesville, as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
- 6) *CARE OF PROPERTY*: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance

of this contract or purchased by it for this contract and will reimburse the Town for loss or damage of such property.

7) **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon a written request approved by the issuing purchasing authority, the Town of Waynesville may:

a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor or

b. Include any person or entity designated by the Contractor as joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the Town to anyone other than the Contractor, and the Contractor shall remain responsible for fulfilling all contract obligations.

8) **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

9) **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

10) **INSURANCE:** During the term of the contract, the contractor, at its sole cost and expense, shall provide commercial insurance of this type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all the Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

b. **Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit.**

c. **Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$500,000.00 for bodily injury and property**

damage, \$500,000.00 for uninsured/underinsured motorists, and \$100,000.00 for medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner

insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages. The certificate will contain a provision that the insurance coverage cannot be canceled, reduced in amount, or eliminated without 30 days' written notice to the Town of Waynesville. Owner's Protective insurance must list the Town of Waynesville as a "Named Insured" as its interest may appear. The owner's approval of Certificate of Insurance does not decrease or relieve the contractor's responsibility for maintaining insurance coverage as required in this Request for Proposal.

11) *ENTIRE AGREEMENT*: This contract and any documents explicitly incorporated by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statute of limitation

12) *AMENDMENTS*: This contract may be amended only by written amendments duly executed by the Town and the Contractor.

13) *GENERAL INDEMNITY*: The contractor shall hold and save the Town of Waynesville, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses with the exception of consequential damages accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract.

14) *MATERIALS*: The Town of Waynesville is not responsible for any materials, equipment, or tools lost or stolen from the site.

15) *CLEAN-UP*: The area of work shall be cleaned daily so that the Town shall not incur additional costs to make the area suitable for the work process. Also, the Contractor shall keep the public safe from construction debris by taking appropriate steps to close off access to the work area.

16) *PERFORMANCE OF WORK*: All work shall be performed at the highest level of quality. The

owner shall be responsible for determining the quality of work and may notify the Contractor of same. ANY WORK COMPLETED THAT IS NOT SUITABLE FOR THE OWNER SHALL BE REPEATED BY THE CONTRACTOR AT NO COST TO THE OWNER. Any damage to existing area or utilities will be the responsibility of the Contractor. NO EXCEPTIONS.

### **ADDITIONAL INSTRUCTIONS FOR BIDDERS**

- 1) *SCOPE*: Work shall consist of furnishing all labor, materials, equipment, and services incidental for the completion of work as described herein. All items not specifically mentioned in the specifications, but which obviously are required to make the job complete, should be included automatically.
- 2) *QUALIFICATIONS*: All bidders must furnish a list of North Carolina Contractor Licenses which they hold.
- 3) *CONTRACTOR' S RESPONSIBILITY*: The Contractor shall be responsible for the construction site during the performance of the work. The Contractor shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal, state, and local laws, building rules, rules, and regulations to prevent accidents or injury to persons or property on or about the location of the work site. This is to include OSHA 1910, General Construction, or those regulations mandated by these specifications. Special attention will be paid to proper barricading of the work areas due to the work progressing within an actively operating office atmosphere.
- 4) *SAFETY REGULATIONS*: The Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal

Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register) which is hereby incorporated in these specifications.

- 5) *CODES*: All work shall be done in accordance with the specifications and shall comply with the North Carolina Building Code, Underminers' Rules, and Regulations, and Federal, State, and Local Regulations covering work of this nature. Whenever drawings or specifications are in excess of such laws, codes, and regulations, the specifications shall hold. All equipment shall have U. L. Labels attached.
- 6) *WORK SCHEDULE*: Construction can begin immediately.
- 7) *WORKERS ONJOB*: All employees of the Contractor shall act in a professional and courteous manner.
- 8) *E-VERIFY*: Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with

N.C.G.S. 564-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall follow the requirements of E-Verify and N.C.G.S. S64-25 et seq.

- 9) *IRAN INVESTMENT ACT*: North Carolina Local Government Units may not enter into contracts with any entity or individual found on The State Treasurer's Iran Final Divestment List N.C.G.S. 143C-6A. By bidding on this project, the bidder certifies it is not listed on the Final Divestment List created by the State Treasurer.
- 10) *DRUG FREE WORKPLACE*: The Town of Waynesville has adopted a Drug-Free Workplace Policy requiring the contractor to ensure that a drug-free workplace is provided in the performance of this agreement. The requirements of that policy are included in the invitation to bid and included in the agreement of the Project.
- 11) *MINORITY/WOMAN BUSINESS ENTERPRISE (MIWBE)*: It is the policy of the Town of Waynesville to ensure that all businesses, including MIWBE's, are afforded the maximum practical opportunity to participate in the Town's purchasing and contracting processes. Therefore, the Town will not enter into a contract with any business entity that has discriminated in the solicitation, selection, hiring, or

commercial treatment of vendors, suppliers, subcontractors, or commercial customers on the basis of race, color, religion, national origin, sex, age, or handicap.

**\*\*THE IDENTIFICATION OF THE MINORITY BUSINESS PARTICIPATION FORM AND THE LISTING OF GOOD FAITH EFFORTS, AFFIDAVIT "A" MUST BE INCLUDED WITH EACH BID FOR THE BID TO BE RESPONSIVE \*\***

12) *CONFLICT OF INTEREST*: No officer, employee, or agent of the Town and no sub-grantee or sub-recipient of any federal or state funds from the Town shall participate in the selection or the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, is involved.

Such a conflict of interest arises when any of the following people or entities have a financial or other interest in the firm selected for the award:

- i) The employee, officer, agent,
- ii) Any member of his or her immediate family,
- iii) His or her partner, or
- iv) An organization that employs or is about to employ anyone listed in (1) and (2) above.

The grantee or subgrantee's officers, employees, or agents will not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the Town's Gift Policy.

13) *DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL CERTIFICATION*: As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not Contract List of Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer Final Divestment and Do-Not Contract List. All individuals signing this contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

## AFFIDAVIT A – LISTING OF THE GOOD FAITH EFFORTS

### Town of Waynesville

Affidavit of \_\_\_\_\_  
(Name of Bidder)

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.

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

- 1 – (10 pts)** Contacted 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 date and notified them of the nature and scope of the work to be performed.
- 2 – (10 pts)** Made 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 bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended Prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 (15 pts)** Negotiated in good faith with interested minority businesses and did not reject 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.
- 8 – (25 pts)** Provided 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 waving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated 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.
- 10 – (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_, 2026

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_

# AFFIDAVIT B – INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

## Town of Waynesville

Affidavit of \_\_\_\_\_

(Name of Bidder)

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

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 work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

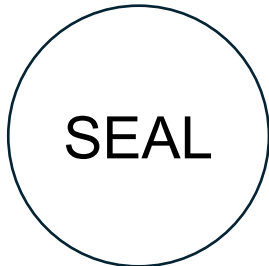
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_, 2026

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_