



**REQUEST FOR BID**

**PWC2324024**

**COLLECTION AND DISPOSAL OF HAZARDOUS,  
UNIVERSAL, AND NON-REGULATED WASTE**

**Date of Issue: October 20, 2023  
Bid Due Date: November 16, 2023  
3:00 p.m.**

**Direct all inquiries concerning this RFB to:**

**Shelby Lesane  
Procurement Advisor II  
[shelby.lesane@faypwc.com](mailto:shelby.lesane@faypwc.com)  
910-223-4429**

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**ADVERTISEMENT FOR BID  
FAYETTEVILLE PUBLIC WORKS COMMISSION  
COLLECTION AND DISPOSAL OF HAZARDOUS, UNIVERSAL, AND NON-REGULATED  
WASTE**

**Cumberland County  
North Carolina**

Bids are solicited and will be received at Fayetteville Public Works Commission, Administration Building, 955 Old Wilmington Road, Fayetteville, NC 28301, until **3:00 p.m., Thursday November 16, 2023** for the **COLLECTION AND DISPOSAL OF HAZARDOUS, UNIVERSAL, AND NON-REGULATED WASTE.**

The scope of services include the packaging, labeling, transportation, and disposal of Universal, Hazardous, Non-regulated, and Medical waste. PWC generates waste streams through power generation, vehicle maintenance, facility maintenance, wastewater treatment, water resources, laboratories, emergency first aid, wellness program, and transformer repair. Enclosed please find the Instructions to Bidders, Detailed Specifications, and Bid Pricing Form/s. Bids shall be submitted on the forms provided herein, or exact copies thereof, and the bidder shall return one copy of the entire bid packet along with the completed Bid Pricing Form and any other information specified in the bid documents.

Questions regarding this bid must be submitted in writing to the attention of Shelby Lesane, at [shelby.lesane@faypwc.com](mailto:shelby.lesane@faypwc.com) no later than **5:00 p.m., Thursday, November 2, 2023**, in order to be considered for a response.

Bids shall be submitted on the forms provided herein, or exact copies thereof, and the bidder shall return one copy of the entire bid packet along with the completed Bid Pricing Form and any other information specified in the bid documents. Mailed bids must be addressed to Shelby Lesane, Procurement Advisor II, Fayetteville Public Works Commission, 955 Old Wilmington Road, Fayetteville, North Carolina 28301. The outside of the envelope must be marked **PWC2324024: COLLECTION AND DISPOSAL OF HAZARDOUS, UNIVERSAL, AND NON-REGULATED WASTE** and shall indicate the name, and address of the bidder.

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

**FAYETTEVILLE PUBLIC WORKS COMMISSION**  
Candice S. Kirtz  
Director of Supply Chain

**INSTRUCTIONS TO BIDDERS**  
**FAYETTEVILLE PUBLIC WORKS COMMISSION**  
**COLLECTION AND DISPOSAL OF HAZARDOUS, UNIVERSAL, AND NON-REGULATED**  
**WASTE**

**OBJECTIVE OF THE REQUEST**

It is the intent of this bid request to obtain pricing for the **COLLECTION AND DISPOSAL OF HAZARDOUS, UNIVERSAL, AND NON-REGULATED WASTE** within the detailed specifications section of this Request for Bid (RFB). You are requested to submit your bid on the enclosed Bid Pricing Form. The bid outcome will result in an twelve-month contract for the remainder of fiscal year 2024.

**RFB SCHEDULE**

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

<b>Action</b>	<b>Responsibility</b>	<b>Date/Time</b>
Submit Written Questions	Bidders	Thursday, November 2, 2023, 5:00 p.m.
Provide Response to Questions	PWC	Tuesday, November 7, 2023, 5:00 p.m.
Submit RFB	Bidders	Thursday, November 16, 2023, 3:00 p.m.
Award Contract	PWC	Friday, December 15, 2023
Contract Start Date	PWC & Bidder	Monday, January 15, 2024

**QUESTIONS**

Written questions shall be e-mailed to [shelby.lesane@faypwc.com](mailto:shelby.lesane@faypwc.com) by the date and time specified in the RFB schedule. Firms will enter “**PWC2324024 – Questions**” as the subject of the email.

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

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

**MINORITY, WOMEN, DISADVANTAGED BUSINESS ENTERPRISE (MWD BE)  
PROGRAM / SMALL LOCAL SUPPLIER (SLS) PROGRAM**

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

opportunities for those businesses to participate in PWC procurements. The MSA consists of Cumberland County, Hoke County, and Harnett County.

PWC requires Firms to report efforts to utilize Minority, Women, and Disadvantaged Business Enterprises (MWDBEs) and Historically Underutilized Businesses (HUBs) for specific projects and requires all Firms to report all such efforts for MWDBEs, HUBs, and Small Local Suppliers regardless of the requirements of a specific project. Bidders shall document any good-faith efforts and utilization in the MWDBE forms provided within Attachment F.

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

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

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

## **SUBMISSION INSTRUCTIONS**

- 1) Bids should be complete and carefully worded and should convey all the information requested in the RFB. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the requirements of the RFB. Emphasis should be on completeness and clarity of content. If the bid includes any comment over and above the specific information requested in the RFB, the bidder should include this information as a separate appendix to its bid. Bids that include clarifications or

modifications to any of the RFB's contractual requirements, or a bidder's standard terms and conditions, may be deemed non-responsive and not considered for award at PWC's discretion. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the RFB. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration. PWC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of a Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reasons for PWC's action.

- 2) Bids may be withdrawn by the bidder only in writing and if receipt of such withdrawal is acknowledged by PWC prior to the time for the bid submittal deadline identified in the Advertisement for Bidders (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the bidder's letterhead and signed by an official of the bidder duly authorized to make such request. Any withdrawal request made after the bid submittal deadline shall be allowed only if the price bid was based upon a mistake that constituted a substantial error, provided the bid was submitted in good faith, and then only pursuant to the terms of N.C.G.S. § 143-129.1.
- 3) Bids submitted in an envelope must have the bid title, date, and time of the bid submittal deadline on the front of the envelope no later than the bid due date and time. The bid will be due at the **Fayetteville Public Works Commission, Administration Building, Procurement Department, 955 Old Wilmington Road, Fayetteville, NC 28301** and electronically submitted. Electronic bid submittals must be emailed to [shelby.lesane@faypwc.com](mailto:shelby.lesane@faypwc.com) in addition to the one (1) mailed hard copy. The email subject must contain the bid title and bid number **PWC2324024: COLLECTION AND DISPOSAL OF HAZARDOUS, UNIVERSAL, AND NON-REGULATED WASTE**. Late bids will not be considered and will be returned to the bidder.
- 4) Bids will be examined promptly after the due date and an award will be made at the earliest possible date. Bids must be held firm for PWC for a period of sixty (60) days after the bid due date. A service agreement and purchase order will be issued to the awarded bidder.
- 5) Bidders shall submit bids only on the Bid Pricing Forms provided herein, or exact copies thereof (See Exhibit C – Bid Pricing Form). Failure to provide full and complete Bid Pricing Form may result in a bid being deemed non-responsive.
- 6) All bids must be signed by an authorized official of the bidder. Bids may be rejected for any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.
- 7) Do not submit alternate bids unless specifically called for on the Bid Pricing Forms.

## CRITERIA

PWC will select a bid or multiple bids for an award based on the best value to PWC and not the lowest cost. The following criteria will be used to evaluate bids:

- 1) Overall quality of the services being offered.

- 2) Cost (Attachment C)
- 3) Location and method of chemical waste disposal (recycling or other beneficial uses encouraged when practical)' Confidence of Disposal process and plans
- 4) Bidder's proposed response time
- 5) References - Provide a list of recent clients and their contact information that the bidder has contracted similar work for in the past two (2) years.
- 6) Quality and satisfaction of any previous services performed for PWC if applicable
- 7) Number and scope of any conditions included in the bidders submittals
- 8) Accessibility of the bidders staff
- 9) Bidder's ability to execute the contract in a timely manner
- 10) Resumes of key persons who will provide the services
- 11) Compliance record
- 12) Possession of all applicable licenses/permits
- 13) Any other relevant information submitted

## **QUANTITIES AND PRICING**

- 1) Quantities listed are estimates ONLY based on historical usage. PWC does not guarantee a minimum or maximum quantity to be purchased.
- 2) All bidders are advised to include all costs incurred by the bidder in the **COLLECTION AND DISPOSAL OF HAZARDOUS, UNIVERSAL, AND NON-REGULATED WASTE** in their bid submittal.

## **EVALUATION AND AWARD**

- 1) An award of a Contract is subject to the approval by the PWC Risk Management Department. PWC reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Bidder prior to Contract award, and during the Contract term, as PWC deems necessary to determine that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
- 2) PWC reserves the right to request additional information from bidders to aid in the evaluation process. This information may include but is not limited to, financial statements, a reference list of contracts of similar size, etc.
- 3) PWC personnel will request pick-ups via email, on an as-needed basis throughout the life of

the contract. Bidder shall confirm receipt of each request by e-mail stating the waste type and location.

- 4) The contract will be awarded for a period of twelve (12) months to begin on or about January 15, 2024. The contract may be extended for an additional one-year period upon the agreement of both parties.
- 5) It is the intent of PWC that all pricing remains firm for the initial twelve (12) month contract period and bidders shall take this into account when submitting their bids. In the event a contract is extended for an additional period, the bidder may request a price increase. Justification for any increase must be based on the prevailing market index or detailed data showing the basis for, and the amount of the proposed increase. The prevailing market index used by the bidder must be submitted with the bid. PWC reserves the right to accept or reject any request for an increase. Such action by PWC shall occur not later than 30 days after receipt by PWC of a properly documented request.

## **PERFORMANCE AND PAYMENT**

- 1) Bid price shall constitute the total cost to PWC for complete performance in accordance with the requirements and scope of work herein, including all applicable charges handling, administrative, and other similar fees. The bidder shall not invoice for any amounts not specifically allowed for in this RFB. Complete ATTACHMENT C: BID PRICING FORM and include it in the bid.
- 2) Payment for equipment, material, supplies, etc. purchased pursuant to this bid shall be made by Public Works Commission approximately thirty days after the same has been delivered, inspected, approved and the invoice received in the PWC Accounts Payable Office, P.O. Box 1089, Fayetteville, North Carolina 28302.
- 3) PWC shall not pay for the contracted services applied to any waste stream until a certificate of final destruction for the waste is received by PWC. Each certificate shall specify the identification number, name and location of final disposal site, method of disposal, and date of disposal. If waste is transferred from one manifest to another, a waste tracking sheet must be issued which shows the original manifest outbound from the participating PWC facility and the receiving manifest. Certificates are due to PWC within 120 days from the date of the last collection at a PWC facility.
- 4) All invoices submitted for payment must be separated by line items similar to Attachment C. Any invoices in which PWC cannot compare items with Attachment C will be returned to the bidder for revision.
- 5) The bidder shall send all invoices for services to PWC. All invoices shall come directly from the bidder, not from third parties.



## **ATTACHMENT A: SCOPE OF WORK**

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### **GENERAL**

The scope of work includes the identification, manifesting, pick-up, transportation, and disposal of hazardous, universal, medical, and non-regulated waste per Attachment A: Scope of Work and Attachment B: PWC Waste Streams. The requested services also include reclamation and recycling. At the bidder's discretion, the bidder may reclaim and /or recycle any waste materials that are to be disposed of, providing that such reclamation/recycling is allowed by law and conducted in full accordance with all governmental laws and regulations and at an RCRA permitted and/or approved facility. PWC strongly encourages the reclamation, recycling, or other beneficial reuse of collected materials, when possible.

### **SUPPLIES, EQUIPMENT & MISCELLANEOUS COST**

The following items are required to perform the work:

- Drums for PWC to store waste in prior to pickup
- labels
- packaging materials
- personal protective equipment (PPE)
- waste stream approvals
- manifesting
- transportation
- disposal

### **DISPOSAL SITES**

The bidder shall only use USEPA permitted sites for treatment, storage, and disposal. Deep well injection shall not be used for disposal for any chemical covered under the proposal. Waste shall not be disposed of in landfills unless prior written authorization is given by PWC. All waste must be disposed of in the United States. Use of deep well injection or unauthorized landfill disposal shall be cause for termination of the contract. All disposal sites must be able to accept conditionally exempt small quantity generator (CESQG) waste.

### **SITE APPROVALS**

All primary sites to be used by the bidder for treatment, storage and/or disposal must be identified in the bid. Information provided for each site must contain the site name, physical address, mailing address, telephone number, and USEPA site identification number. The bidder may also include the same information for alternate sites. Use of sites not included in the bid must be approved in writing by PWC prior to use by the bidder. The use of non-approved sites shall constitute grounds for termination of the contract.

No site that is unable to manage the chemicals collected from participating PWC facilities will be used. No site shall be used that has evidence of illegal activities or gross negligence in hazardous waste handling procedures.

The bidder must also provide a list of transporters which it may use during the course of the service agreement.

## **BIDDER WARRANTIES**

The bidder warrants that it understands the currently known hazards which are presented to persons, property, and the environment in the transportation, storage, and disposal of the described waste materials. The bidder further warrants that it has instructed and fully trained its personnel about the proper care and handling methods in the transportation, storage, and disposal of the described waste materials. The bidder is responsible for assuring that any and all personnel performing work resulting from this bid are properly trained and qualified to perform their respective duties. Personnel must possess the approved licenses, certificates, and/or other required or generally recognized credentials as appropriate to the performance of duties to which they are assigned by the bidder. The bidder will transport, store, and dispose of such materials in full compliance with all governmental laws, regulations, and orders. The bidder shall be responsible for any damage or destruction to any equipment, buildings, or premises of participating PWC facilities which result from the actions of its employees.

Proper and lawful management, storage, shipment, and treatment/disposal of all materials shall be the sole responsibility of the bidder. For all materials disposed, the names shall be shown in obtaining all manifest, licenses, and other similar approvals and requirements shall be that of the bidder. The bidder further warrants that it will take all necessary and appropriate actions to ensure that all waste materials are disposed of in full compliance with all treatment/disposal requirements and restrictions, including the land ban disposal restrictions under federal and state law. The bidder also warrants that the storage and disposal facilities of the bidder, or to which the bidder transports such materials, are now licensed and permitted to store and dispose of all waste materials and are otherwise legitimate businesses operating in compliance with all federal and state facility requirements. In the event any such storage or disposal facility loses their permitted status hereafter during the term of the service agreement resulting from this bid. The bidder will promptly notify PWC of such loss and shall immediately discontinue use of such facility for the purpose of waste disposal. Upon request, the bidder shall make employee-training documents available for inspection by PWC.

## **BIDDER RESPONSIBILITY**

All packaged waste by the bidder shall be removed from the premises of each PWC facility at the time of completion of packaging. PWC may find the bidder in default of the contract if the packaged waste is not removed within the specified period and may proceed to procure removal, transport and disposal from other sources and hold the contractor responsible and liable for all subsequent expenses incurred by PWC. In addition, if PWC finds the bidder in default, no payment for the packaging of the waste will be considered due to the bidder.

## **ATTACHMENT B: PWC WASTE STREAMS**

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### **HAZARDOUS CHEMICALS**

Bidder agrees to provide PWC with the following services regarding waste from participating PWC facilities.

- A.** Remove and dispose of aerosol can waste. Cans containing marking paint and other products used in vehicle maintenance. Some cans still have residual product in them.
- B.** Remove and dispose of air filters contaminated with paint. The filters are part of the filtration system for our paint shop.
- C.** Remove and dispose of crushed fluorescent bulbs containing mercury.
- D.** Remove and dispose of crushed fuel filters containing benzene.
- E.** Remove and dispose of damaged lead acid batteries. The batteries are from vehicles.
- F.** Remove and dispose of condensation from gas lines. product contains Methanol residue.
- G.** Remove and dispose of heavy duty reinhibitor. This product contains ethylene glycol, potassium hydroxide, sodium borate, sodium mercaptobenothiazole, sodium silicate, sodium tolyltriazole, and water.
- H.** Remove and dispose of klarid CDP450. this product contains ferric sulfate, sulfuric acid, and water.
- I.** Remove and dispose of loose pack paint in a drum. can's contain old paint.
- J.** Remove and dispose of mercury contaminated equipment.
- K.** Remove and dispose of mercury-contaminated filters.
- L.** remove and dispose of a metal waste containing mercury.
- M.** remove and dispose of oil with trace amounts of perchloroethylene.
- N.** remove and dispose of paint thinner.
- O.** remove and dispose of light ballast containing PCB.
- P.** remove and dispose of diesel and gasoline mixture.
- Q.** remove and dispose of used parts washer liquid.
- R.** Remove and dispose of transformers with PCB above 50 P.P.M.
- S.** Remove and dispose of circuit breakers oil filled above 50 P.P.M.
- T.** Remove and dispose of spill clean-up debris/oil above 50 P.P.M.

### **COLLECTION AND DISPOSAL OF WASTE**

**U.** Remove and dispose of PCB oil above 50 P.P.M.

## **WASTE**

**A.** Remove and dispose of high intensity discharge bulb (HID).

**B.** Remove and dispose of lead acid batteries.

**C.** Remove and dispose of used lithium batteries.

**D.** Remove and dispose of NICAD batteries.

**E.** Remove and dispose of boiler scales.

**F.** Remove and dispose of brake cleaner

**G.** Remove and dispose of four- and eight-foot fluorescent bulbs.

**H.** Remove and dispose of u-shaped fluorescent bulbs.

## **DOT NON-REGULATED WASTE**

**A.** Remove and dispose of alkaline batteries.

**B.** Remove and dispose of citrol parts Cleaner.

**C.** Remove and dispose of computer equipment.

**D.** Remove and dispose of crushed oil filters.

**E.** Remove and dispose of diesel fuel sludge.

**F.** Remove and dispose of dessieecant which contains activated alumina.

**G.** Remove and dispose of fuel oil sludge.

**H.** Remove and dispose of fryquel-hydraulic fluid.

**I.** Remove and dispose of gear grease.

**J.** Remove and dispose of hydraulic fluid mixed with speedy dry.

**K.** Remove and dispose of machine oil with trace amounts of ammonia.

**L.** Remove and dispose of metal shavings with lubricating oil.

**M.** Remove and dispose of NON-PCB ballasts.

**N.** Remove and dispose of oil and grease rags.

## **COLLECTION AND DISPOSAL OF WASTE**

- O. Remove and dispose of oil and water mixture.
- P. Remove and dispose of oil sponges and absorbent materials in oil.
- Q. Remove and dispose of polyfloc (CE1161P).
- R. Remove and dispose of used antifreeze.
- S. Remove and dispose of used grease cartridges.
- T. Remove and dispose of used oil dry.
- U. Remove and dispose of surplus transformers below 49 P.P.M.
- V. Remove and dispose of circuit breakers oil filled below 49 P.P.M.
- W. Remove and dispose of used mineral oil below 49 P.P.M.
- X. Remove and dispose of spill clean-up debris/oil below 49 P.P.M.
- Y. Remove and dispose of medical waste from nurse's office.

## **SUMMARY**

- A. **Identification** – All materials will be evaluated in accordance with all applicable laws prior to shipment.
- B. **Preparation** - All packaging, labeling, marking, and placarding shall be in accordance with Federal and state hazardous waste laws.
- C. **Segregation**- According to DOT packaging and shipping regulations.
- D. **Transportation**- According to USEPA, IEPA, and DOT shipping regulations. Shipper must be a licensed and insured transporter.
- E. **Disposal**- Only RCRA licensed disposal facilities will be used for the final disposition of the waste.
- F. **Documentation**- All paperwork and shipping manifest documentation will be prepared.
- G. The bidder will provide a summary of the total amount of waste materials removed and disposed of (or reclaimed or recycled) for each participation facility.
- H. The bidder will provide a description of the method used for compatibility testing for items to go in the same container.
- I. The bidder will schedule waste removal at a time agreed upon by PWC and each facility. The bidder will send to the project manager (Safety Health and Environmental Manager) or designee a written schedule describing what it will do at each facility and the planned start

## **COLLECTION AND DISPOSAL OF WASTE**

and completion time at each facility. The bidders employees shall carry photo identification and shall abide by the procedures for outside contractors established by PWC.

- J. Pricing should be in accordance with the understanding that the bidder will be required to pick-up from more than one location.

**ATTACHMENT C: BID PRICING FORM**

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**Bidder Information**

**Name of Company**

**Address**

**Phone Number**

**Email Address**

**Federal ID No.**

**Is the business SDBE, MWBE,  
DBE, or HUB  
Printed Name**

**Title**

**Signature**

**Date**

**Pricing Sheet**

<b>Waste Stream</b>	<b>D.O.T. Description</b>	<b>Number of Drums</b>	<b>Annual Pounds</b>	<b>Price Per LB</b>	<b>Extended Price</b>
<b>Aerosols &amp; Aerosol Can Waste</b>	Flammable Liquid	6 ea/ 55 gal	11,000		
<b>Air Filters Contm. w/ Paint</b>	Flammable Solid	4 ea/ 55 gal	500		

**Bidder Name:** \_\_\_\_\_

<b>Alkaline Batteries</b>	Corrosive	4 ea/ 30 gal	800		
<b>Boiler Scale</b>	Non-Regulated	33 ea/ 55 gal	13,000		
<b>Brake Cleaner</b>	Non-Regulated	2/ 55 gal	600		
<b>Citrol Cleaner</b>	Non-Regulated	6/55 gal	2200		
<b>Cloth Paint Filters</b>	Flammable Solid	4/ 55 gal	600		
<b>Compact Fluorescent Bulbs</b>	Non-Regulated		2500		
<b>Computer Equipment</b>	Non-Regulated		As Needed		
<b>Crushed (Used) &amp; Drained Oil Filters</b>	Non-Regulated	40/ 55 gal	6,500		
<b>Crushed Fuel Filters</b>	Flammable Liquid	20/55 gal	4200		
<b>Damaged Automobile Lead Acid Batteries</b>	Corrosive	6/ 30 gal	300		
<b>Diesel &amp; Gasoline Mixture</b>	Flammable Liquid	6/55 gal	1500		
<b>Diesel Fuel Sludge</b>	Non-Regulated	6/ 55 gal	1800		
<b>Dessicant</b>	Non-Regulated	4/55 gal	1200		
<b>Filters w/ Trace Amounts of Ammonia</b>	Non-Regulated	10/ 55 gal	2500		
<b>4' &amp; 8' Fluorescent Bulbs</b>	Non-Regulated		800		
<b>Fuel Oil Sludge</b>	Non-Regulated	6/ 55 gal	1300		
<b>Fryquel-hydraulic Fluid</b>	Non-Regulated	10/ 55 gal	6600		
<b>Gas Line Condensate</b>	Flammable Liquid	8/ 55 gal	4000		
<b>Gas Line Condensate w/Excess Water</b>	Flammable Liquid	8/ 55 gal	4000		
<b>Gear Grease</b>	Non-Regulated	8/ 55 gal	2400		
<b>Heavy Duty Reinhibitor</b>	Corrosive Liquid	6/ 55 gal	1800		



**Bidder Name:** \_\_\_\_\_

<b>High Intensity Discharge Bulbs (HID)</b>	Non-Regulated		2500		
<b>Hydraulic Fluid Spill Clean Up</b>	Non-Regulated	4/ 55 gal	1300		
<b>Klarid CDP450</b>	Corrosive Liquid	3/ 55 gal	1200		
<b>Lead Acid Batteries</b>	Non-Regulated	8/ 30 gal	600		
<b>Used Lithium Batteries</b>	Non-Regulated	8/ 30 gal	300		
<b>Loosepack of Paint in Drum</b>	Flammable Liquid	6/ 55 gal	900		
<b>Machine Oil with Trace of Ammonia</b>	Non-Regulated	6/ 55 gal	1200		
<b>Mercury Contaminated Equipment</b>	Hazardous/Mercury		As Needed		
<b>Mercury Contaminated Filters</b>	Hazardous/Mercury	8/ 55 gal	1300		
<b>Mercury Switches</b>	Hazardous/Mercury	10/ 55 gal	3000		
<b>Metal Shavings w/Lubricating Oil</b>	Non-Regulated	4/ 55 gal	1200		
<b>Metals Waste</b>	Hazardous/Mercury, Cadmium	2/ 55 gal	600		
<b>Nicad Batteries</b>	Non-Regulated	4/ 55 gal	100		
<b>-PCB Ballasts</b>	Non-Regulated	4/ 30 gal	500		
<b>Oil and Grease Rags</b>	Non-Regulated	6/ 55 gal	3800		
<b>Oil and Water</b>	Non-Regulated	6/ 55 gal	2000		
<b>Oil Sponges and Absorbent Material</b>	Non-Regulated	12/ 55 gal	3600		
<b>Oil with</b>	Hazardous Waste Liquid	6/ 55 gal	1200		

**Bidder Name:** \_\_\_\_\_

<b>Trace/Perchloroethylene</b>					
<b>Oil, Transformer, PCB of 50 PPM</b>	Hazardous Material	Tank	3000		
<b>Painter Thinner</b>	Waste, Flammable Liquid	4/ 55 gal	1000		
<b>PCB Ballasts</b>	Polychlorinated Biphenyls	4/ 30 gal	400		
<b>Waste Stream</b>	D.O.T. Description		Annual Amounts		
<b>Polyfloc (CE1161P)</b>	Non-Regulated	4/ 55 gal	1200		
<b>Used Antifreeze</b>	Non-Regulated	20/ 55 gal	7000		
<b>U-Shape Bulbs</b>	Non-Regulated		300		
<b>Used Grease Cartridges</b>	Non-Regulated	6/ 55 gal	500		
<b>Used Oil Dry</b>	Non-Regulated	8/ 55 gal	2400		
<b>Used Lithium Batteries</b>	Non-Regulated	8/ 55 gal	300		
<b>Voltz II Red Parts Washer Liquid</b>	Non-Regulated	6/ 55 gal	1000		
<b>Lead Acid Batteries (Dry)</b>	Universal		400		
<b>Lead Acid Batteries (Wet)</b>	Universal		5000		
<b>Used Absorbent</b>	Non-Hazardous		3900		
<b>Grease Bags</b>	Non-Hazardous		700		
<b>Blast Media</b>	Non-Hazardous		1200		
				<b>TOTAL</b>	

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# PWC At a Glance



## Customers



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

## Customer Service



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

## Employees



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

\*non retirement

## Facilities



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

## Electric Operations



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

## Water/Wastewater Operations



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

## Financial



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

**For the internal use of Fayetteville Public Works Commission only**

Requester/Responsible Employee:

Project Title:

Contract Number:

(Assigned by Procurement)

Purchase Order Number:

Bid Number (if applicable)

Account String (w/Budget Code):

(for project funding)

Not to Exceed Amount:

Completion or Termination Date:

Work Scope/Purpose:

**Notes: (1) This Amendment may be utilized for all services (including legal, accounting, and consulting services). However, (a) for services subject to G.S. 143-64.31 (including but not limited to engineering and surveying services), PWC must first comply with the applicable RFQ requirement, unless exempted by law; and (b) for Information Technology, as defined in G.S. 143B-1320, PWC must first comply with applicable RFP requirements set forth in G.S. 143-129.8.**

**(2) A purchase order must be generated by Procurement and approved by the CFO to encumber funds.**

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between Fayetteville Public Works Commission ("PWC"), a North Carolina public authority, and \_\_\_\_\_ ("Provider"), a \_\_\_\_\_ (each of PWC and Provider is referred to herein as a "Party" and collectively as the "Parties"), as of the date of execution last written below (the "Effective Date"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Services. PWC retains Provider to \_\_\_\_\_ as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Services"). The Services shall be completed on or prior to the deadline(s) set forth in Exhibit A, but in any event no later than \_\_\_\_\_. In the event of a conflict between the provisions of this Agreement and the provisions of any attachment or exhibit to this Agreement, the terms of this Agreement shall govern. Provider shall not use the existence of this Agreement or the name of Fayetteville Public Works Commission as part of any commercial advertising or marketing of products or services without the prior written consent of PWC.

2. Service Standards. Provider shall perform and deliver the Services in accordance with (a) the professional skill and care ordinarily exercised by other providers delivering services on the same or similar projects; (b) Provider's professional licensing obligations; and (c) all applicable laws. Provider shall notify PWC promptly of the discovery of errors, omissions, discrepancies, or inconsistencies in the Services rendered. If any of the Services that Provider renders or work product, which includes but is not limited to reports, analyses, designs, specifications, plans, drawings, and other documents, that Provider delivers to PWC contain errors or omissions, Provider shall promptly correct or supplement such Services at no additional cost to PWC. PWC's acceptance of, use of, or payment for such Services shall in no way alter or reduce the Service standards set forth herein or PWC's rights hereunder. Provider shall not assign or subcontract or transfer the Services or any rights under or interest in this Agreement without the prior written consent of PWC. Provider shall treat all information from PWC and work product resulting from the Services as confidential and proprietary, unless such information is available from public sources, and Provider shall not publish or disclose

confidential or proprietary information without the prior written consent of PWC for any purposes other than the performance of the Services.

3. Delivery of Services and Ownership of Work Product. Time is of the essence with regard to the delivery of the Services. In the event of suspension or termination of the Services, Provider shall promptly deliver to PWC all work product completed or in progress as of the date of termination along with reproducible documents, drawings, plans, specifications, and electronic records of the completed portion of the Services upon PWC's payment of the undisputed portion(s) of Provider's invoices in accordance with Section 8, Billing and Payment. Provider grants PWC an irrevocable license to use the work product resulting from the Services of Provider. The work product delivered by Provider to PWC in connection with the performance of the Services shall not infringe any intellectual property rights of any third party. Except as otherwise specified in this Agreement, Provider shall not use for its own purposes or allow a third party to use the work product resulting from the Services without the prior written consent of PWC.

4. Compensation. For the Services, Provider shall be compensated in the amount of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) as set forth in Exhibit A. Provider's rates shall not be increased during the term of the Agreement or the performance of the Services without the prior written consent of PWC.

5. Payment Limitation. Notwithstanding any other provision in this Agreement, the total fees and expenses for the Services shall not exceed \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) (the "Cap"). Provider shall promptly notify PWC in writing when Provider has reached ninety percent (90%) of the Cap. **The Cap is not a fixed fee to which Provider is entitled.** PWC shall be obligated to pay only for Provider's actual time devoted to providing the Services and authorized, documented expenses incurred, not to exceed the Cap.

6. PWC's Duties. PWC shall: (a) timely provide such information in its possession, custody, or control as is reasonably necessary for Provider to perform the Services; (b) communicate promptly to Provider all decisions of PWC and clarifications that are reasonably needed by Provider; and (c) make payments to Provider in accordance with Section 8, Billing and Payment.

7. Representations and Warranties. Provider represents and warrants to PWC that Provider is duly licensed and authorized in the State of North Carolina to perform the Services. Each Party represents and warrants to the other Party that it is duly organized, validly existing and in good standing and has all requisite powers, rights, and authority to execute, enter into, and perform this Agreement in accordance with the terms and conditions of this Agreement, this Agreement constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms and the person signing this Agreement on behalf of Provider has been properly authorized and empowered to enter into this Agreement.

8. Billing and Payment; Sales and Use Taxes. Provider shall invoice PWC monthly for Services performed and expenses incurred during the preceding calendar month. All invoices shall provide reasonable detail of the services performed and expenses for which reimbursement may be sought, along with supporting documentation for such expenses. PWC shall pay the undisputed portion of each invoice within forty-five (45) calendar days after PWC's receipt of the invoice. PWC shall reimburse expenses at the lower of actual or reasonable cost, except in regard to expenses that are specifically pre-approved in writing by PWC or are set forth and included in a fixed price service arrangement. All payments from PWC to Provider

shall be transferred electronically to Provider's designated financial institution, and Provider shall, prior to delivery of its first monthly invoice to PWC, supply the name of Provider's financial institution, routing number, and account number on the form available from PWC and provide to PWC a completed and signed IRS Form W-9. Provider has the right to impose a late payment charge of one percent (1%) per month for amounts unpaid by PWC by the date due. Provider shall maintain on a generally recognized accounting basis and retain for at least three (3) years the records supporting Provider's invoices to PWC. In the event of a dispute regarding a monthly invoice or any portion thereof: (a) Provider shall deliver to PWC all records supporting Provider's invoice(s) in dispute within ten (10) calendar days after PWC notifies Provider of the dispute, and Provider shall cooperate with PWC to verify the accuracy of all invoices; (b) Provider shall continue to proceed diligently with the performance of the Services pending resolution of the dispute; and (c) PWC shall pay Provider in accordance with this Agreement for all Services rendered by Provider which are not the subject of the dispute.

If the Services involve repair, maintenance, or installation subject to any sales and use tax under North Carolina law, then Provider shall comply with all of the following requirements so that PWC may recover the amount of the tax permitted under the law:

- a. Furnish PWC documentary evidence showing the material used, sales tax paid, and County paid (County of sale). The documentary evidence shall include Provider's certified statement showing total purchases of materials from each separate vendor and total sales taxes charged to PWC and paid by Provider. The documentary evidence shall also include Provider's certified statement as to the amount paid by PWC for sales tax on the Services delivered by Provider to PWC. A certified form is required even if no sales tax was paid for pay request period. Materials used from Provider's warehouse stock shall be shown in a certified statement at warehouse stock prices and amount of County of Use Tax charged to PWC and paid by Provider;
- b. Provider shall furnish to PWC invoices or copies of invoices for all materials purchased for said work within pay request period, and such invoices shall state the amount of North Carolina Sales Tax, if any, paid for materials. Provider shall also furnish to PWC invoices identifying the amount paid for the sales and use tax on Services that are subject to such taxation under North Carolina law; and
- c. Provider shall not include any tax paid on supplies, tools, and equipment that Provider uses to perform the Service.

9. Termination. Except in regard to Services to be provided for a fixed price, PWC has the right to terminate the provision of Services, with or without cause, by delivering written notice of termination to Provider, and PWC shall be obligated to pay Provider only for work performed and reasonable expenses incurred until delivery of the notice of termination. Either Party may terminate an Agreement to provide Services for a fixed price for cause by delivering written notice of the cause and termination to the other Party, provided that the Party receiving the notice of termination shall have seven (7) calendar days to cure the cause cited in the termination notice. "Cause" means action by the non-terminating Party that constitutes a material breach of this Agreement including, but not limited to, a failure to adhere to a schedule, failure to timely pay, and material failure to produce work product that is consistent with the applicable service standards.

10. Insurance. Provider shall maintain during the provision of Services and for at least three (3) years thereafter (collectively, the "coverage period") the following insurance coverages, which insurance shall be placed with insurance companies authorized to do

business in the State of North Carolina and rated A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved in writing by PWC:

- (a) professional liability errors and omissions or malpractice insurance including contractual liability coverage with limits of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate;
- (b) commercial general liability insurance with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability;
- (c) worker's compensation insurance as required by State law; and
- (d) automobile liability insurance with limits not less than \$100,000 each person and \$300,000 each accident for bodily injury and property damage.

Prior to initiating the Services, Provider shall deliver to PWC certificates of insurance confirming each such coverage, and Provider shall direct its insurers to provide annually to PWC certificates confirming each such coverage during the coverage period. PWC shall be named as an additional insured in the comprehensive automobile and commercial liability insurance policies. Commercial general liability coverage shall be written on an "occurrence" basis. Upon PWC's request, Provider shall give prompt written notice to PWC of any and all claims made against the professional liability errors and omissions or malpractice insurance policy during the coverage period. Provider shall not reduce or allow the required insurance coverages to lapse without PWC's prior written approval. All policies for insurance must be endorsed to contain a provision giving PWC a thirty (30) calendar day prior written notice by certified mail of any cancellation of that policy or material reduction in coverage. Should a notice of cancellation be issued for non-payment of premiums or any part thereof, or should Provider fail to provide and maintain certificates as set forth herein, PWC shall have the right, but not the obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or become due to Provider, or to seek reimbursement for said payments from Provider. Any such sums paid by PWC shall be due and payable immediately by Provider upon notice from PWC. The insurance provisions of this Agreement shall not be construed as a limitation on Provider's responsibilities and liabilities pursuant to the terms and conditions of this Agreement. Provider's obligation to maintain insurance for three (3) years after completion of the Services shall survive the termination of this Agreement.

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



reasonable attorney's fees and costs associated with defending the Indemnitee(s) by the legal counsel of each Indemnitee's choice.

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

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

To Provider:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

"Business Day" means each calendar day that is not a Saturday, Sunday, holiday observed by the federal government for its employees, or holiday observed by the State of North Carolina for its employees.

13. Compliance. Provider hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Provider further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Provider hereby pledges, attests, and warrants through execution of this Agreement that Provider complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that all subcontractors currently employed by or subsequently hired by Provider to provide services for PWC shall comply with all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement. Provider hereby further acknowledges that the execution and delivery of this Agreement constitutes Provider's certification to PWC and to the North Carolina State Treasurer that, as of the Effective Date, Provider is not listed on (a) the Final Divestment List created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Chapter 147, Article 6E of the General Statutes of North Carolina (the "Iran Divestment Act"); or (b) the list of companies that the North Carolina State Treasurer determines to be engaged in a boycott of Israel in accordance with Article 6G of Chapter 147 of the General Statutes of North Carolina. Provider represents and warrants to Commission that Provider, and all persons and entities owning (directly or indirectly) an ownership interest in it: (i) are not, and will not become, a

person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (ii) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (i) above. The provisions of 41 CFR 60-1.4, 60-300.5(a) and 741.5(a) are hereby incorporated by reference, as applicable. Provider shall at all times during the term of this Agreement comply with Executive Order 11246. Provider shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Except in strict compliance with Environmental Laws (defined below), neither Provider nor its employees, agents, contractors, subcontractors, licensees or invitees shall use, handle, store, or dispose of (or permit the use, handling, storing, or disposal of) any hazardous or toxic waste or substance in delivering the Services (or transport, transship or permit the transportation or transshipment of the same over or through the real property managed or operated by PWC) which is regulated, controlled, or prohibited by any federal, state, or local laws, ordinances, and/or regulations, including without limitation the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et. seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. §801, et. seq; the Federal Water Pollution Control Act, 33 U.S.C. §1321, et. seq; the Toxic Substances Control Act, 15 U.S.C. ("TSCA"); and the Occupational Safety and Health Act, 29 U.S.C. §651 et seq. (as subsequently amended, "Environmental Laws"). As used herein, hazardous or toxic substances or materials shall include without limitation the following: (1) "hazardous wastes" as defined under RCRA or any other federal, state or local law or regulation, (2) "hazardous substances" as defined under CERCLA or any other federal, state or local law or regulation, (3) gasoline, petroleum, or other hydrocarbon products, by-products, derivatives, or fractions (including spent products), (4) "toxic substances" as defined under TSCA, (5) "regulated medical waste" as defined by 40 C.F.R. § 259.30, (6) any radioactive materials or substances, or (7) asbestos and asbestos containing products. Provider shall comply with the Emergency Planning and Community Right-to-Know Act of 1986, as amended. Provider shall immediately report orally to PWC and confirm in writing within three (3) hours any type of chemical spill that occurs in or on any real property managed or operated by PWC or any spill or release of the waste materials during the performance of the Services.

14. Miscellaneous Provisions. Provider is and shall remain an independent contractor and shall undertake performance of the Services pursuant to the terms of this Agreement as an independent contractor. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties. No breach or non-performance of any term of this Agreement shall be deemed to be waived by either Party unless said breach

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

15. Morality Clause. If, in the sole opinion of PWC, at any time Provider or any of its owner(s), employee(s), or agent(s) (each party, owner, employee, and agent is an "Actor") engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by PWC or are scandalous or inconsistent with community standards or good citizenship or may adversely affect PWC's finances, public standing, image, or reputation or are embarrassing or offensive to PWC or may reflect unfavorably on PWC or are derogatory or offensive to one or more employee(s) or customer(s) of PWC, PWC may immediately upon written notice to Provider terminate this Agreement, in addition to any other rights and remedies that PWC may have hereunder or at law or in equity.

16. Conflicts. Except with PWC's knowledge and prior written consent, Provider shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise Provider's professional judgment with respect to the

Services. Provider shall disclose to PWC any business or personal relationship with any Commissioner, officer, director, manager, or supervisor of PWC.

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

Fayetteville Public Works Commission

\_\_\_\_\_

By: \_\_\_\_\_  
Timothy Bryant, CEO/General Manager

By: \_\_\_\_\_  
Name:  
Title:

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

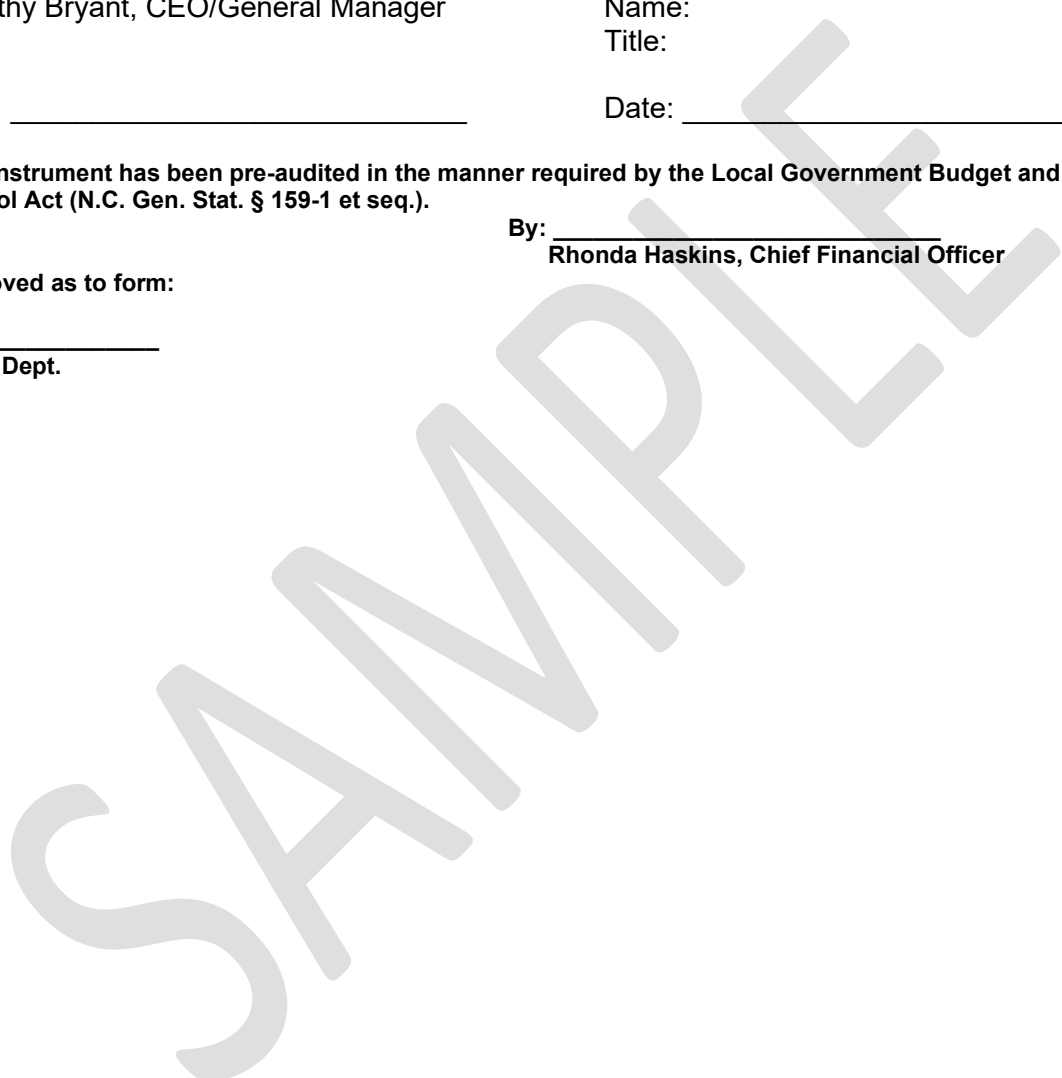
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Rhonda Haskins, Chief Financial Officer

Approved as to form:

\_\_\_\_\_  
Legal Dept.



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

**APPLICATION:**

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

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

NCDOT DBE Directory: [www.ebs.nc.gov/VendorDirectory](http://www.ebs.nc.gov/VendorDirectory)

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

**MWDBE Compliance Requirements:**

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

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

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

### **SUBCONTRACTOR PAYMENT REQUIREMENTS:**

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

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

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

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Contractor

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Signature

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Printed Name

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Title

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Date

### Affidavit A: Listing of the Good Faith Efforts

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

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

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

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

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



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of 20\_\_

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

My commission expires \_\_\_\_\_

### Affidavit B: Intent to Perform Contract with Own Workforce

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

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

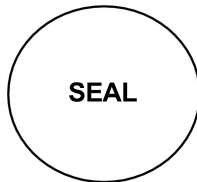
\_\_\_\_\_  
(Name of Project)

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

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

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

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



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of 20\_\_

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

My commission expires \_\_\_\_\_



### Affidavit C: Percentage of MWDBE Participation

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

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

\$ \_\_\_\_\_  
(Dollar Amount of Total Bid)

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

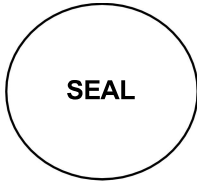
<u>Name, Address, &amp; Phone No.</u>	<u>*MWDBE Category</u>	<u>NAICS</u>	<u>Dollar Value</u>	<u>% of Contract</u>

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

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

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

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



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of 20\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Affidavit D: Good Faith Efforts**

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

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

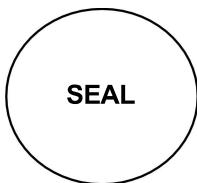
\*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

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

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

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

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



State of North Carolina, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of 20\_\_\_\_  
 Notary Public \_\_\_\_\_  
 My commission expires \_\_\_\_\_

### Affidavit E: Identification of MWDBE/Local Participation

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

I hereby certify that on contract: \_\_\_\_\_

\_\_\_\_\_  
(Name of Project)

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

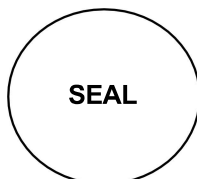
<u>Name, Address, &amp; Phone No.</u>	<u>*MWDBE Category / **Local</u>	<u>NAICS</u>	<u>Dollar Value</u>

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

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

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

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



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of 20\_\_

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

My commission expires \_\_\_\_\_

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

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

**For MWDBE Change Request, please provide all information below:**

Prime Contractor: \_\_\_\_\_

Subcontracted Work: \_\_\_\_\_

Previous Subcontractor: \_\_\_\_\_

Reason this for change request:  
\_\_\_\_\_

New Subcontractor: \_\_\_\_\_ MWDBE Category: \_\_\_\_\_

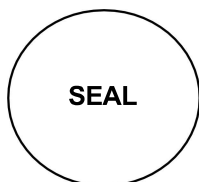
**To Add MWDBE Subcontractor/Subcontracted work:**

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

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

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

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



State of North Carolina, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of 20\_\_\_\_  
 Notary Public \_\_\_\_\_  
 My commission expires \_\_\_\_\_

# SMALL LOCAL SUPPLIER / MWDBE SUBCONTRACTOR DISCLOSURE FORM

Contractor: \_\_\_\_\_  
 Address & Phone: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Pay Application # \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date