



REQUEST FOR BID

PWC 2324050

**LANDSCAPING MAINTENANCE CONTRACT FOR
PWC OPERATIONS COMPLEX**

**Date of Issue: November 28, 2023
Bid Due Date: December 21, 2023
5:00 p.m.**

Direct all inquiries concerning this RFB to:

**Carla Wint
Procurement Advisor
procurement@faypwc.com**

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**ADVERTISEMENT FOR BID
FAYETTEVILLE PUBLIC WORKS COMMISSION
LANDSCAPING MAINTENANCE CONTRACT FOR PWC OPERATIONS COMPLEX**

**Cumberland County
North Carolina**

Bids are solicited and will be received electronically via Fayetteville, Public Works Commission's SharePoint Portal until **5:00 p.m., EST Thursday, December 21, 2023**, for the **LANDSCAPING MAINTENANCE CONTRACT FOR PWC OPERATIONS COMPLEX**.

The project scope includes general lawn and plant maintenance. Work associated with the scope includes mowing, trimming, edging, fence line growth and weed removal, pruning, power blowing, trash/debris removal, leaf removal, and supplemental watering in accordance with Attachment A: Specifications. The general lawn and plant maintenance schedule is every 14 days each month, except for February. February requires only one visit that will be planned with PWC. Enclosed please find the Instructions to Bidders, Specification, and Bid Pricing Form for more information. 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 Carla Wint, at procurement@faypwc.com no later than **5:00 p.m., Tuesday, December 12, 2023**, in order to be considered for a response.

Bids must be submitted electronically using PWC's SharePoint Point Portal. The link will be made available on or around **Tuesday, December 5, 2023**, in the form of an Addendum. Please monitor our website <https://www.faypwc.com/bids/> for updates

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
Victoria McAllister
Procurement Manager

**INSTRUCTIONS TO BIDDERS
FAYETTEVILLE PUBLIC WORKS COMMISSION
LANDSCAPING MAINTENANCE CONTRACT FOR PWC OPERATIONS COMPLEX**

OBJECTIVE OF THE REQUEST

It is the intent of this bid request to obtain pricing for **PWC2324050 LANDSCAPING MAINTENANCE CONTRACT FOR PWC OPERATIONS COMPLEX** within the detailed specification 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 initial five (5) month Service Agreement with the option to renew for five (5) additional one-year terms.

RFB SCHEDULE

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

Action	Responsibility	Date/Time
Mandatory Pre-Bid Meeting	PWC & Bidder	Tuesday, December 5, 2023, 1:00 p.m.
Submit Written Questions	Bidders	Tuesday, December 12, 2023, 5:00 p.m.
Provide Response to Questions	PWC	Friday, December 15, 2023, 5:00 p.m.
Submit RFB	Bidders	Thursday, December 21, 2023, 5:00 p.m.
Award RFB	PWC	TBD
Service Agreement Target Start Date	PWC & Bidder	February 1, 2024

MANDATORY PRE-BID MEETING/SITE VISIT

Instructions: It shall be **MANDATORY** that each bidder representative be present for a pre-bid meeting/site visit on **Tuesday, December 5, 2023**. Attendees must meet promptly at **1:00 PM Eastern Time at Fayetteville, Public Works Commission 955 Old Wilmington Rd, Fayetteville NC, 28301, Administrative Building, Skills Lab**. All attendees must sign in upon arrival and clearly indicate the prospective Bidder represented on the sign-in sheet. **LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED.** Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

The purpose of this meeting/visit is for all prospective bidders to apprise themselves of the conditions and requirements that will affect the performance of the work called for by this Request for Bid. Bidders must stay for the duration of the pre-bid/site visit. No allowances will be made for unreported conditions that a prudent bidder would recognize as affecting the work called for or implied by this proposal.

Bidders are cautioned that any information released to attendees during the pre-bid/site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Bid, must be confirmed by written addendum before it can be considered to be a part of this Bid.

QUESTIONS

Written questions shall be e-mailed to procurement@faypwc.com by the date and time specified in the RFB schedule. Firms will enter “**RFB PWC 2324050 – Questions**” as the subject of the email.

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

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

REFERENCES

Bidders shall provide at least three (3) different references for which your company has provided services of similar size and scope. PWC may contact these references to determine the services provided are substantially similar in scope to those requested in Attachment A and that the bidder’s performance has been satisfactory. The information obtained shall be considered in the evaluation of the bid. If PWC is referenced, it cannot be counted towards your three (3) required references but may be included in addition to.

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

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

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

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 nineteen percent (19%) of the total contract dollars to MBE firms and three percent (3%) 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 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 Service Agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reasons for PWC's action.
- 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) E-mailed bids must be addressed to Carla Wint, Procurement Advisor, at procurement@faypwc.com. The e-mail subject must read **PWC2324050: LANDSCAPING MANAGEMENT FOR PWC OPERATIONS COMPLEX**. Mailed bids will not be accepted. 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 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 B – Bid Pricing Form). Failure to provide full and complete Bid Pricing Forms 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.

PRICING

- 1) All bidders are advised to include all costs incurred by the bidder in delivering the **PWC2324050 LANDSCAPING MAINTENANCE FOR PWC OPERATIONS COMPLEX** in their bid submittal.
- 2) Bidder may propose price adjustments at stated intervals based upon an established, measurable market indicator (index) that accurately reflects the prevailing market conditions relevant to the goods or services being provided, but only if the escalation/de-escalation terms are specifically stated in the original Bid. When proposing an index, Bidder must (i) establish the base selling price subject to escalation/de-escalation; (ii) select an appropriate index or indexes; (iii) clearly identify the selected index and cite the appropriate source; (iv) outline the method of calculation; and (v) state the frequency of price adjustment.

EVALUATION AND AWARD

- 1) An award of a contract is subject to approval by the Facilities Department.
- 2) PWC reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Bidder prior to award, and during the Service Agreement term, as PWC deems necessary to determine that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Service Agreement.
- 3) PWC reserves the right to request additional information from bidders to aid in the evaluation process. This information may include but is not limited to, financial statements, a reference list of contracts of similar size, etc.
- 4) PWC reserves the right to make a single award for all items or may award separate contracts to multiple bidders for various items to the lowest responsive, responsible bidder or bidders, taking into consideration product quality, performance to PWC, and conformity with the specifications in these bid documents. PWC may also consider, among other things, the Bidder's past performance conduct on other contracts, and other information as PWC deems necessary to assist in the evaluation of any bid.
- 5) The Service Agreement will be awarded for a period of five (5) months to begin on or about February 1, 2024. The Service Agreement may be renewed for an additional one-year period up to five (5) year period based on the pricing provided.
- 6) It is the intent of PWC that all pricing remains firm and bidders shall take this into account when submitting their bids. In the event the Service Agreement 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. 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 B: PRICING FORM and include it in the bid.
- 2) Payment for equipment, material, supplies, etc. purchased pursuant to this bid shall be made by Public Works Commission approximately thirty days after the same has been delivered, inspected, approved and the invoice received in the PWC Accounts Payable Office, P.O. Box 1089, Fayetteville, North Carolina 28302.

ATTACHMENT A: SPECIFICATIONS

GENERAL

This is a performance contract. The following specifications are prepared with the intent of promoting a high level of performance in landscape management practices at the PWC Operations Center Complex. These specifications are to be used as the minimum guidelines in establishing both visual and horticultural standards for this site. Final technical decisions such as, but not limited to, turfgrass types, herbicides, fertilizer ratios, times of applications, and all schedules are to be determined by the Contractor. The Contractor is then responsible for managing the landscape and providing acceptable results.

A. Licensing:

1. Contractor shall provide verification of and maintain registration with the North Carolina Board of Landscape Contractors.
2. Contractor shall provide verification of and maintain all mandated licenses and permits including, but not limited to, the application of herbicides, insecticides, and any other chemical for each individual employee performing such applications on PWC contracted sites.

B. Special Training:

1. The Contractor, including his employees and subcontractors, must adhere to all OSHA regulations and all safety guidelines as stated in the PWC Safety Manual.
2. The Contractor, including his employees and subcontractors, shall attend any special training requested and comply with any PWC mandated safety precautions.
3. The Contractor must have at least one person on-site with his employees and subcontractors who can speak fluent English.
4. Where there are two or more employees on site, one person must have both CPR and first aid training.

C. On Site Facilities:

PWC will not provide any temporary or permanent office, storage, restroom, or break room facilities for the Contractor or Subcontractor.

D. Contract Administration:

1. **Staffing:** The Contractor shall provide adequate staffing levels to perform all required work within the specified time frames.
2. **Contractor Employees/Subcontractors:** PWC reserves the right to approve or disapprove any subcontractor or any employee of the Contractor or subcontractor assigned to work on its sites. The Contractor shall be responsible for instructing its employees and subcontractors as to the rules and regulations governing PWC. The Contractor agrees to be responsible for and shall provide general supervision of all its employees and subcontractors

working under this contract. Whenever any employee or subcontractor is working, there shall be a designated supervisor directing their work. The Contractor shall require that all subcontractors and employees comply with the following rules:

- a. They shall wear appropriate company uniforms imprinted with the company name visible at all times while on the premises.
- b. They shall be of good integrity and character.
- c. They shall report any PWC property loss or damage to their supervisor immediately. The supervisor shall report such damage within 24 hours to PWC in writing, specifying the location and extent of damage. Each instance of property loss or damage shall be individually reviewed by the Owner and the Contractor.
- d. They shall not use any PWC facilities, including but not limited to, restrooms and breakrooms, without the expressed consent of PWC.
- e. They shall abide by all Federal, State, Local, and PWC regulations and ordinances including, but not limited to, health and safety regulations.
- f. All employees/subcontractors shall have a government issued ID at all times when on the PWC Complex.

3. **Schedule: Within two weeks** after receiving the Purchase Order, the Contractor shall provide a written annual schedule outlining all work to be performed throughout the year and shall detail the work to be performed on a weekly/bi-weekly basis as applicable. This schedule shall be used as a “guidepost” during all review meetings with the understanding that the schedule is subject to change due to weather and site conditions.

4. **Service:** The Contractor will notify the Owner prior to beginning work on site. Immediately upon completion of the scheduled work, the Contractor’s supervisor shall submit a written, legible job report itemizing the work performed during that visit to the Owner’s Representative. The Contractor shall correct all complaints within a 24-hour time period or as directed by the Owner’s Representative.

5. **Reviews:** Scheduled Site Review Meetings will be held Monthly at minimum. Attendees will include but are not limited to the Contractor’s Project Manager and Site Foreman, and the PWC Owner’s Representative.

6. **Billings:** Invoices shall be submitted to PWC each month, as applicable, and shall be representative of services provided during the preceding month. Invoices shall itemize all work performed as submitted through written job reports and should coincide with the Contractor’s monthly schedule.

Nonperformance Penalties: The Public Works Commission reserves the right to make determination as to whether service is being performed to specifications. If performance is not acceptable, the Contractor will be placed on probationary status for a period of at least one month. PWC reserves the right to hold up to 25% of the Contractor’s most recent invoice in the event performance is not acceptable. Should improvement of performance not be satisfactory

to PWC at the end of the probationary period, the contract will be subject to immediate termination.

EXECUTION:

A. General Lawn and Plant Maintenance:

NOTE: For each service visit, the Contractor must complete all items of this section within two consecutive days on either Friday/Saturday or Saturday/Monday.

1. Mowing

a. Turfgrass areas shall be mowed every 14 days, March through December. January and February will require one visit per month as mutually scheduled with PWC. All mowing will produce a neat and uniform lawn. Turfgrass height will not exceed 2" in height.

b. Areas not accessible by mowers must be trimmed to the height of surrounding areas with the use of alternate equipment. The contractor will use whatever type equipment is necessary to accommodate the contour of the landscape without damaging turf, groundcover, berms, etc.

c. All clippings shall be removed from all visible areas and properly disposed off-site. Clippings shall not be discharged into plant beds, tree rings, or stormwater systems.

d. The Contractor shall repair all damages, including irrigation systems, caused by Contractor or subcontractor employees.

e. The Contractor must not contaminate this site with weeds or unwanted grasses from other sites.

2. Trimming and Edging:

a. Walks and curbs shall be edged concurrent with mowing operations. Edges must be clean and neat.

b. Debris and grass clippings will be cleaned from all walks, curbs, and pavement during each visit.

c. All curb joints and cracks in concrete and asphalt surfaces will be maintained weed free.

d. Plant beds and tree rings are to be maintained with a neat, clean, tucked edge, free from grass and plant clippings.

e. Fence lines, irrigation boxes, irrigation heads, posts, manhole covers, or any object installed on the lawn shall be properly edged or trimmed.

3. Fence Line and Plant Bed Growth and Weed Removal:

The Contractor shall be responsible for physically cleaning unwanted growth, including but not limited to all vines, from all fence lines, hedges, and plant beds when needed. Maintain the

fence line and grass areas around the storage yard as well as the grass along the drainage easement (canal) and stormwater ponds on a 14-day frequency. All fence lines, tree rings, plant beds, and any mulched areas shall be maintained weed-free, even if weeds must be pulled by hand.

4. Pruning:

Shrubs, trees, ornamental grasses, etc. shall be pruned as needed to remove dead material, encourage growth, and maintain appropriate shaping on a **consistent basis**. All sidewalks, roadways, parking lots, etc. shall be cleared of any branches or growth that might impede pedestrian and vehicular access under any condition throughout the complex. Pruning shall be scheduled to avoid interfering with flowering or growth performance. Contractor shall use the appropriate equipment for pruning taller bushes and trees.

5. Power Blowing:

Blow off all paved areas after each mowing, edging, and trimming operation. **Employee parking lots and adjacent areas are to be blown and cleaned on SATURDAYS. Contractor shall be subject for any damages to PWC or PWC employee vehicles.**

6. Trash and Debris Removal:

All lawn areas, beds, walkways, and parking lots will be policed during each site visit. The Contractor shall not mow over litter or debris and will properly dispose of all trash, debris, limbs, and clippings off site prior to maintenance. Storm drains are to be kept free of any type of debris.

7. Leaf Removal:

All leaves will be removed from lawn areas, plant beds, and storm drains as needed. Before mowing, accumulations of pine straw on roadways or turf shall be raked and neatly spread on existing pine straw in natural areas. Leaves may not be deposited in natural areas which includes canals and stormwater ponds.

8. Supplemental Watering:

The Contractor shall use a rain gauge and soil probe to maintain proper moisture levels for the site. The Contractor must perform supplemental watering to all irrigated and non-irrigated trees, shrubs, annuals and perennials as needed and requested at an additional fee.

B. Soil Testing, Fertilizer, Herbicide, Insect Control, pH Adjustment:

1. The contractor shall conduct soil testing each fall to determine the required soil additives for achieving optimum turfgrass, groundcover, tree, and shrub performance. The ratios, quantities, and schedules of all soil additives, including fertilizer, potash, nitrogen, etc., are to be determined by the NCDA soil test and by the experience of the Contractor. The Owner shall receive copies of all soil test results as well as reports detailing the type and quantities of product applied.

The Contractor shall take as many samples as necessary for each type of turfgrass (Bermuda, centipede, etc.) to assure a successful landscape management program. Each soil sample information sheet shall be filled out and coded specifically for the type of turfgrass sample taken. The Contractor shall locate the areas where samples are taken on a site map.

3. Dead areas in high visible areas of turfgrass will be treated to encourage growth.
4. Fertilizers are to be distributed in such a way as to promote an even coloration throughout the turf area. Additional applications will be required if uneven turf color exists.
5. All shrubs and groundcovers will be fertilized as dictated by test results and Contractor experience. Plants that are less than three (3) years old shall receive a second fertilization if necessary.
6. Lawn areas shall be treated as needed with pre-emergent herbicide(s) to prevent crabgrass, goose grass, broadleaf, or other undesirable seasonal weeds. Only products labeled for the appropriate type turfgrass shall be used.
7. Post-emergent herbicide(s) will be used, as needed, to control crabgrass, broadleaf, Bahia grass, or other undesirable seasonal weeds after they germinate. Only products labeled for the appropriate type turfgrass shall be used.
9. Treatment shall be made, as needed, to control all plant diseases and all insect infestations for all areas with the exception of Southern Pine Beetles, Gypsy Moths, or Fire Ants. The Contractor is responsible for notifying the Owner immediately if these pests are present on any site or else be liable for any resulting damages.
10. All chemicals shall be applied in accordance with all State and Federal regulations and per manufacturer's recommendations.
11. All pH adjustments to lawn areas shall be completed in March. All pH adjustments to all planted bed areas shall be performed in January. Soil testing results for each specific grass type shall be the basis for determining pH adjustments.

C. Irrigation System Maintenance and Monitoring:

1. Moisture levels shall be monitored by use of a rain gauge and soil probe to maintain proper moisture levels.
2. Prior to the growing season, the Contractor shall start up, test, adjust, and repair all irrigation systems.
3. During the growing season, the Contractor will perform a full inspection and repair of all systems at least monthly. PWC shall be responsible for all backflow inspections.
4. All needed repairs shall be reported to the Owner prior to making the repairs. Invoices for replacement parts will be paid upon Owner verification. Labor is not billable; it is to be included in the monthly maintenance of the systems as noted in item number 3 above.

5. Adjust spray patterns as needed to limit overspray on pavement and structures in order to minimize water waste.

Modify the rate and timing of the irrigation system as required by site, soil, and weather conditions to promote the health and vigor of the plantings and turfgrass and to limit water waste. For manual systems, the Contractor shall assist the Owner in determining the appropriate irrigation schedules and amounts.

7. Winterize irrigation systems yearly to prevent freeze damage.

8. All damage to systems as a result of work detailed in Section IIA will be paid by the Contractor doing that work.

D. Mulch Replenishment:

FOR AREAS RECEIVING PINESTRAW: In March, add pine straw to existing areas to maintain a fresh, dense 1" cover as needed. It must be kept at a depth that is not detrimental to the health of the plant material. The Contractor must verify the pine straw quantity and quality with the Owner before application. Each bale must be approximately 13"x 13" x 28" and be densely compacted. The Contractor shall tuck all pine straw around tree rings and beds as appropriate. An allowance for Mulch will be added to the Contract. Payment for any areas receiving mulch must be reviewed and approved by PWC's representative prior to placement and payment.

ALL MULCHED AREAS COVERED WITH PINESTRAW, ROCK, OR OTHER MATERIALS MUST BE MAINTAINED WEED FREE.

E. Drainage Easement Maintenance and Stormwater Pond Maintenance:

Twice per year, when needed, the Contractor will clear-cut and properly dispose of all growth along embankments throughout the complex including the existing two stormwater ponds on site. The Contractor will cut as close to the embankments as possible without creating any erosion problems. The Contractor shall not remove any wetland plants along the vegetated shelf of the stormwater ponds. All invasive plantings along the vegetated shelf are to be removed.

F. Sidewalk Snow/ Ice Pretreatment and Removal:

The Contractor shall coordinate this task with the Owner's Representative prior to and during each snow/ice event. The Contractor shall be responsible for all labor, equipment, and materials. All ice melt materials must be compatible for all surfaces (concrete, brick, asphalt, etc.) and adjacent plantings involved. It is critical that the Contractor comply with all specifications since PWC must remain fully operational during inclement weather.

For the Operation Building Entrances:

All work must be completed no later than 6:00 a.m. for every snow/ice related weather event unless directed otherwise by the Owner's Representative. In the front of the building, sidewalks from the front employee parking lot to both front entrances must be cleared to a minimum width of four feet. In the rear of the building, sidewalks, steps, and ramps from Public Works Drive to the four Electric and Water Resource Construction Department rear entrances must be cleared to a minimum width of four feet. For all areas mentioned in this section, the contractor will then

apply the appropriate ice melt for the cleaned surfaces (concrete and brick). Pretreatment is recommended.

For the Administration Building Entrances:

All work must be completed no later than 7:00 a.m. for every snow/ice related weather event unless directed otherwise by the Owner's Representative. Five sidewalks from the two parking lots that converge into the Administration Courtyard must be cleared to a minimum width of four feet up to the Administration Building Entrance. For all areas mentioned in this section, the Contractor will then apply the appropriate ice melt for the concrete and brick pavers. Pretreatment is recommended.

For the Customer Service Center (CSC):

The Old Wilmington Road Entrance/Exit, all roadways serving the CSC, the drive-thru lanes, the bus stop shelter area, the sidewalk from the bus stop shelter to the entrances, and the parking lot shall be pretreated prior to a snow or ice event. The Customer Service Center must remain accessible for Customers on a 24 hour per day/7 day a week basis unless directed otherwise by the Owner's Representative. Any accumulations on the areas mentioned above are to be cleaned and appropriate ice melt applied to the cleaned surfaces as necessary during each ice/snow event.

Pricing Sheet

**BID PROPOSAL
February 2024 – June 2024 (FY24)**

PWC OPERATIONS COMPLEX

- A. General Lawn and Plant Maintenance** (to include mowing, trimming and edging, fence line growth and weed removal, pruning, power blowing, trash and debris removal, leaf removal, and supplemental watering) per PWC Specifications at the following frequencies: Every 14 days every month, except February. February requires only one visit as planned in advance with PWC.

	MONTHLY COST
February 2024	\$ _____
March 2024	\$ _____
April 2024	\$ _____
May 2024	\$ _____
June 2024	\$ _____

- B. Soil Testing, Fertilizer, Herbicide, Insect Control, pH Adjustment** per PWC specifications.

	MONTHLY COST
February 2024	\$ _____
March 2024	\$ _____
April 2024	\$ _____
May 2024	\$ _____
June 2024	\$ _____

- C. Irrigation System Maintenance and Monitoring** per PWC Specifications.

	MONTHLY COST
February 2024	\$ _____
March 2024	\$ _____
April 2024	\$ _____
May 2024	\$ _____
June 2024	\$ _____

- D. Annual Beds** per PWC Specifications.

April 2024	Total Cost	\$ _____
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- E. Mulch Replenishment** per PWC Specifications.

Pine Straw & Rock		
April 2024	Total Cost	\$10,000.00 _____

F. Parking Lot and Sidewalk Snow/ICE Removal per PWC Specifications.

Pretreatment		
(Sidewalk only per event) Lump Sum		\$ _____
Sidewalk Removal	Hourly	\$ _____
Parking Lot Removal	Hourly	\$ _____

Total Bid Amount for FY24: \$ _____

BID PROPOSAL
July 2024 – June 2025 (FY25)

PWC OPERATIONS COMPLEX

A. General Lawn and Plant Maintenance (to include mowing, trimming and edging, fence

line growth and weed removal, pruning, power blowing, trash and debris removal, leaf removal, and supplemental watering) per PWC Specifications at the following frequencies: Every 14 days every month, except February. February requires only one visit as planned in advance with PWC.

	MONTHLY COST
July 2024	\$ _____
August 2024	\$ _____
September 2024	\$ _____
October 2024	\$ _____
November 2024	\$ _____
December 2024	\$ _____
January 2025	\$ _____
February 2025	\$ _____
March 2025	\$ _____
April 2025	\$ _____
May 2025	\$ _____
June 2025	\$ _____

B. Soil Testing, Fertilizer, Herbicide, Insect Control, pH Adjustment per PWC specifications.

	MONTHLY COST
July 2024	\$ _____
August 2024	\$ _____
September 2024	\$ _____
October 2024	\$ _____
November 2024	\$ _____
December 2024	\$ _____
January 2025	\$ _____
February 2025	\$ _____
March 2025	\$ _____
April 2025	\$ _____
May 2025	\$ _____
June 2025	\$ _____

C. Irrigation System Maintenance and Monitoring per PWC Specifications.

	MONTHLY COST
July 2024	\$ _____
August 2024	\$ _____
September 2024	\$ _____
October 2024	\$ _____
November 2024	\$ _____
December 2024	\$ _____
January 2025	\$ _____
February 2025	\$ _____
March 2025	\$ _____
April 2025	\$ _____
May 2025	\$ _____
June 2025	\$ _____

D. Annual Beds per PWC Specifications.

Sept. 2024 & April 2025	Total Cost	\$ _____
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E. Mulch Replenishment per PWC Specifications.

Pine Straw & Rock		
Sept. 2024	Total Cost	\$ <u>20,000.00</u>
April 2025		

F. Drainage Easement Maintenance per PWC specifications.

July 2024 & October 2024	Total Cost	\$ _____
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G. Parking Lot and Sidewalk Snow/ICE Removal per PWC Specifications.

Pretreatment		
(Sidewalk only per event) Lump Sum		\$ _____
Sidewalk Removal	Hourly	\$ _____
Parking Lot Removal	Hourly	\$ _____

Total Bid Amount for FY25:	\$ _____
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BID PROPOSAL
July 2025 – June 2026 (FY26)

PWC OPERATIONS COMPLEX

- A. General Lawn and Plant Maintenance** (to include mowing, trimming and edging, fence line growth and weed removal, pruning, power blowing, trash and debris removal, leaf removal, and supplemental watering) per PWC Specifications at the following frequencies: Every 14 days every month, except February. February requires only one visit as planned in advance with PWC.

	MONTHLY COST
July 2025	\$ _____
August 2025	\$ _____
September 2025	\$ _____
October 2025	\$ _____
November 2025	\$ _____
December 2025	\$ _____
January 2026	\$ _____
February 2026	\$ _____
March 2026	\$ _____
April 2026	\$ _____
May 2026	\$ _____
June 2026	\$ _____

- B. Soil Testing, Fertilizer, Herbicide, Insect Control, pH Adjustment** per PWC specifications.

	MONTHLY COST
July 2025	\$ _____
August 2025	\$ _____
September 2025	\$ _____
October 2025	\$ _____
November 2025	\$ _____
December 2025	\$ _____
January 2026	\$ _____
February 2026	\$ _____
March 2026	\$ _____
April 2026	\$ _____
May 2026	\$ _____
June 2026	\$ _____

C. Irrigation System Maintenance and Monitoring per PWC Specifications.

	MONTHLY COST
July 2025	\$ _____
August 2025	\$ _____
September 2025	\$ _____
October 2025	\$ _____
November 2025	\$ _____
December 2025	\$ _____
January 2026	\$ _____
February 2026	\$ _____
March 2026	\$ _____
April 2026	\$ _____
May 2026	\$ _____
June 2026	\$ _____

D. Annual Beds per PWC Specifications.

Sept. 2025 & April 2026	Total Cost	\$ _____
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E. Mulch Replenishment per PWC Specifications.

Pine Straw & Rock		
Sept. 2025	Total Cost	\$20,000.00 _____
April 2026		

F. Drainage Easement Maintenance per PWC specifications.

July 2025 & October 2025	Total Cost	\$ _____
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G. Parking Lot and Sidewalk Snow/ICE Removal per PWC Specifications.

Pretreatment		
(Sidewalk only per event) Lump Sum		\$ _____
Sidewalk Removal	Hourly	\$ _____
Parking Lot Removal	Hourly	\$ _____

Total Bid Amount for FY26:	\$ _____
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BID PROPOSAL
July 2026 – June 2027 (FY27)

PWC OPERATIONS COMPLEX

- A. General Lawn and Plant Maintenance** (to include mowing, trimming and edging, fence line growth and weed removal, pruning, power blowing, trash and debris removal, leaf removal, and supplemental watering) per PWC Specifications at the following frequencies: Every 14 days every month, except February. February requires only one visit as planned in advance with PWC.

	MONTHLY COST
July 2026	\$ _____
August 2026	\$ _____
September 2026	\$ _____
October 2026	\$ _____
November 2026	\$ _____
December 2026	\$ _____
January 2027	\$ _____
February 2027	\$ _____
March 2027	\$ _____
April 2027	\$ _____
May 2027	\$ _____
June 2027	\$ _____

- B. Soil Testing, Fertilizer, Herbicide, Insect Control, pH Adjustment** per PWC specifications.

	MONTHLY COST
July 2026	\$ _____
August 2026	\$ _____
September 2026	\$ _____
October 2026	\$ _____
November 2026	\$ _____
December 2026	\$ _____
January 2027	\$ _____
February 2027	\$ _____
March 2027	\$ _____
April 2027	\$ _____
May 2027	\$ _____
June 2027	\$ _____

C. Irrigation System Maintenance and Monitoring per PWC Specifications.

	MONTHLY COST
July 2026	\$ _____
August 2026	\$ _____
September 2026	\$ _____
October 2026	\$ _____
November 2026	\$ _____
December 2026	\$ _____
January 2027	\$ _____
February 2027	\$ _____
March 2027	\$ _____
April 2027	\$ _____
May 2027	\$ _____
June 2027	\$ _____

D. Annual Beds per PWC Specifications.

Sept. 2026 & April 2027	Total Cost	\$ _____
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E. Mulch Replenishment per PWC Specifications.

Pine Straw & Rock		
Sept. 2026	Total Cost	\$20,000.00 _____
April 2027		

F. Drainage Easement Maintenance per PWC specifications.

July 2026 & October 2026	Total Cost	\$ _____
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G. Parking Lot and Sidewalk Snow/ICE Removal per PWC Specifications.

Pretreatment		
(Sidewalk only per event) Lump Sum		\$ _____
Sidewalk Removal	Hourly	\$ _____
Parking Lot Removal	Hourly	\$ _____

Total Bid Amount for FY27:	\$ _____
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BID PROPOSAL
July 2027 – June 2028 (FY28)

PWC OPERATIONS COMPLEX

- A. General Lawn and Plant Maintenance** (to include mowing, trimming and edging, fence line growth and weed removal, pruning, power blowing, trash and debris removal, leaf removal, and supplemental watering) per PWC Specifications at the following frequencies: Every 14 days every month, except February. February requires only one visit as planned in advance with PWC.

	MONTHLY COST
July 2027	\$ _____
August 2027	\$ _____
September 2027	\$ _____
October 2027	\$ _____
November 2027	\$ _____
December 2027	\$ _____
January 2028	\$ _____
February 2028	\$ _____
March 2028	\$ _____
April 2028	\$ _____
May 2028	\$ _____
June 2028	\$ _____

- B. Soil Testing, Fertilizer, Herbicide, Insect Control, pH Adjustment** per PWC specifications.

	MONTHLY COST
July 2027	\$ _____
August 2027	\$ _____
September 2027	\$ _____
October 2027	\$ _____
November 2027	\$ _____
December 2027	\$ _____
January 2028	\$ _____
February 2028	\$ _____
March 2028	\$ _____
April 2028	\$ _____
May 2028	\$ _____
June 2028	\$ _____

C. Irrigation System Maintenance and Monitoring per PWC Specifications.

	MONTHLY COST
July 2027	\$ _____
August 2027	\$ _____
September 2027	\$ _____
October 2027	\$ _____
November 2027	\$ _____
December 2027	\$ _____
January 2028	\$ _____
February 2028	\$ _____
March 2028	\$ _____
April 2028	\$ _____
May 2028	\$ _____
June 2028	\$ _____

D. Annual Beds per PWC Specifications.

Sept. 2027 & April 2028	Total Cost	\$ _____
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E. Mulch Replenishment per PWC Specifications.

Pine Straw & Rock		
Sept. 2027	Total Cost	\$ <u>20,000.00</u> _____
April 2028		

F. Drainage Easement Maintenance per PWC specifications.

July 2027 & October 2027	Total Cost	\$ _____
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G. Parking Lot and Sidewalk Snow/ICE Removal per PWC Specifications.

Pretreatment		
(Sidewalk only per event) Lump Sum		\$ _____
Sidewalk Removal	Hourly	\$ _____
Parking Lot Removal	Hourly	\$ _____

Total Bid Amount for FY28: \$ _____

BID PROPOSAL
July 2028 – June 2029 (FY29)

PWC OPERATIONS COMPLEX

- A. General Lawn and Plant Maintenance** (to include mowing, trimming and edging, fence line growth and weed removal, pruning, power blowing, trash and debris removal, leaf removal, and supplemental watering) per PWC Specifications at the following frequencies: Every 14 days every month, except February. February requires only one visit as planned in advance with PWC.

	MONTHLY COST
July 2028	\$ _____
August 2028	\$ _____
September 2028	\$ _____
October 2028	\$ _____
November 2028	\$ _____
December 2028	\$ _____
January 2029	\$ _____
February 2029	\$ _____
March 2029	\$ _____
April 2029	\$ _____
May 2029	\$ _____
June 2029	\$ _____

- B. Soil Testing, Fertilizer, Herbicide, Insect Control, pH Adjustment** per PWC specifications.

	MONTHLY COST
July 2028	\$ _____
August 2028	\$ _____
September 2028	\$ _____
October 2028	\$ _____
November 2028	\$ _____
December 2028	\$ _____
January 2029	\$ _____
February 2029	\$ _____
March 2029	\$ _____
April 2029	\$ _____
May 2029	\$ _____
June 2029	\$ _____

C. Irrigation System Maintenance and Monitoring per PWC Specifications.

	MONTHLY COST
July 2028	\$ _____
August 2028	\$ _____
September 2028	\$ _____
October 2028	\$ _____
November 2028	\$ _____
December 2028	\$ _____
January 2029	\$ _____
February 2029	\$ _____
March 2029	\$ _____
April 2029	\$ _____
May 2029	\$ _____
June 2029	\$ _____

D. Annual Beds per PWC Specifications.

Sept. 2028 & April 2029	Total Cost	\$ _____
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E. Mulch Replenishment per PWC Specifications.

Pine Straw & Rock		
Sept. 2028	Total Cost	\$20,000.00 _____
April 2029		

F. Drainage Easement Maintenance per PWC specifications.

July 2028 & October 2028	Total Cost	\$ _____
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G. Parking Lot and Sidewalk Snow/ICE Removal per PWC Specifications.

Pretreatment	
(Sidewalk only per event) Lump Sum	\$ _____
Sidewalk Removal Hourly	\$ _____
Parking Lot Removal Hourly	\$ _____

Total Bid Amount for FY29:	\$ _____
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ATTACHMENT C: CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction 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 (117 years)
- Provide Electric, Water and Wastewater Services
- Total Customers: 119,788
- Number of Services: 284,395
 - Electric: 82,376
 - Water: 90,548
 - Wastewater: 90,226
- Customers with 2+ services: 75%
- Annual Customer Turnover: 20-25%

Customer Service



- Annual Customer Contacts: 444,622
- Average Monthly Calls: 30,468
- Annual Bills Generated: 1.4 Million
- Customer Incentive Programs: 13
- Annual Water Leak Notifications: 22,476 (19.4 million gal)

Employees



- Number of Employees: 622
 - Average Tenure of Employees: 10.33 years
 - Average Age: 44.77
 - Annual Turnover: 9.6%*
 - Annual Hours Worked: 1.3 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)
- Rockfish Creek Water Reclamation Facility (21 MGD)
- Electric Service Area: 147 Sq. Miles
- Water Service Area: 115 Sq. Miles
- Wastewater Service Area: 108 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: 99.97%
- Electric Distribution Substations: 32
- Distribution Lines: 1,351 miles
- Transmission Lines: 123 miles
- Streetlights/Area Lights: 37,580

Water/Wastewater Operations



- Population Served: 225,000
- Drinking Water Treated: 10.6 Billion Gallons/Year
- 100% Compliant for all EPA Drinking Water Standards
- Daily Water Treatment Capacity: 57.5 MG/Day
- Daily Wastewater Treatment Capacity: 46 MG/Day
- Water/Wastewater Infrastructure: 2,772 miles
- Hydrants: 8,423
- Sanitary Sewer Lift Stations: 78
- Manholes: 32,855

Financial



- Annual Operating Budget: \$397.5 Million
- Total Assets: \$1.5 Billion
- Bond Rating: Aa2 (Moody's), AA (Standard & Poor) AA (Fitch)
- Annual Local Purchases: \$9.4 Million
- Operations & Maintenance Expenses per Customer: \$505 (\$557 National Median)
- Annual Cash Contributions to City of Fayetteville in Lieu of Taxes: \$12.4 Million
- Annual Streetlight Services: \$3.9 Million
- Annual Annexation Construction Costs: \$5.9 Million
- Total Annual Contributions to City of Fayetteville: \$24.1 Million

ATTACHMENT E

Last revised September 5, 2023

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

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

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

MWDBE Compliance Requirements:

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

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

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

SUBCONTRACTOR PAYMENT REQUIREMENTS:

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

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

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

Contractor

Signature

Printed Name

Title

Date

Affidavit A: Listing of the Good Faith Efforts

Affidavit of _____
 (Name of Bidder)

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

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

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

Date: _____ Name of Authorized Officer: _____



State of 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:

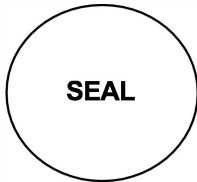
(Name of Project)

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

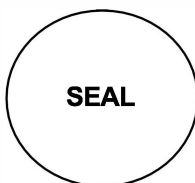
*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

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, & 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