



REQUEST FOR PROPOSAL

PWC2324049

**ON-CALL PROTECTIVE COATING INSTALLATION
SERVICES**

**Date of Issue: January 2, 2024
Proposal Due Date: February 6, 2024
2:00 p.m.**

Direct all inquiries concerning this RFP to:

**Shelby Lesane
Procurement Advisor II
procurement@faypwc.com**

Contents

ADVERTISEMENT FOR PROPOSAL	4
INSTRUCTIONS TO PROPOSERS	5
OBJECTIVE OF THE REQUEST	5
RFP SCHEDULE	5
MANDATORY PRE-PROPOSAL MEETING & SITE VISIT	5
QUESTIONS	6
MINORITY, WOMEN, DISADVANTAGED BUSINESS ENTERPRISE (MWDDBE) PROGRAM/ SMALL LOCAL SUPPLIER (SLS) PROGRAM	6
PROPOSAL FORMAT AND OUTLINE	7
PROPOSAL CONTENT FOR STATEMENT OF QUALIFICATIONS	8
Section 1 – Cover Letter/Letter of Intent	8
Section 2 – Company Information	8
Section 3 – Company Qualifications	9
Section 4 – Coatings Manufacturer Qualifications	10
Section 5 – Project Understanding, Approach and Quality Management Practices	10
Section 6 – Project Team, Experience, and Certifications	10
Section 7 – Financial Information	11
Section 8 – References	11
Section 9 – Safety, Health, and Environmental Compliance	12
Section 10 – Rate Proposal	12
SUBMISSION INSTRUCTIONS	13
EVALUATION CRITERIA	14
SELECTION PROCESS	14
AWARD	14
PERFORMANCE AND PAYMENT	15
ATTACHMENT A: SCOPE OF SERVICES	16
GENERAL	16
REFERENCE CODES AND STANDARDS	16
ACCEPTABLE COATINGS MANUFACTURERS	17
PROJECT BASED SUBMITTALS	17
GENERAL DESCRIPTION OF WORK	18
AVAILABILITY	18
MATERIALS	18

SURFACE PREPARATION	18
APPLICATION OF COATINGS	19
QUALITY ASSURANCE	19
GURANTEE	20
STORAGE ON SITE	20
SAFETY, HEALTH, AND ENVIRONMENTAL COMPLIANCE	21
ATTACHMENT B: RATE PROPOSAL FORM	22
ATTACHMENT C: REFERENCE FORM FOR [REDACTED]	25
ATTACHMENT D: RFP EXCEPTIONS FORM FOR [REDACTED]	27
ATTACHMENT E: CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS	28
ATTACHMENT F: AT A GLANCE	29
ATTACHMENT G: PWC SERVICE AGREEMENT RV 9/5/2023	30
ATTACHMENT H: MWDBE AFFIDAVITS	31
ATTACHMENT I: SMALL LOCAL SUPPLIER/MWDBE SUBCONTRACTOR DISCLOSURE FORM	32

**ADVERTISEMENT FOR PROPOSAL
FAYETTEVILLE PUBLIC WORKS COMMISSION
ON-CALL PROTECTIVE COATING INSTALLATION SERVICES**

**Cumberland County
North Carolina**

Proposals are solicited and will be received electronically by Fayetteville Public Works Commission Procurement Department until **2:00 p.m., EST Tuesday, February 6, 2024** for **ON-CALL PROTECTIVE COATING INSTALLATION SERVICES**.

The scope of services is project based and includes planning; coatings and materials; surface preparation; field coating and cleanup; and manufacturer validation. It shall also include but not be limited to protective coating work for various tanks, piping, flooring, walls, and other surfaces at various PWC treatment plants, ground storage tanks, booster station facilities, and other facilities as directed by PWC. Enclosed please find the Instructions to Proposers, Scope of Services, and Rate Proposal Form. Proposals shall be submitted on the forms provided herein, or exact copies thereof, and the proposer shall return one copy of the entire proposal packet along with the completed Rate Proposal Form and any other information specified in the proposal documents.

Questions regarding this proposal must be submitted in writing to the attention of Shelby Lesane, at procurement@faypwc.com no later than **5:00 p.m., EST Tuesday, January 23, 2024**, in order to be considered for a response. The email subject must read **"RFP PWC232409 – QUESTIONS"**.

Electronic proposals shall be uploaded using the link provided herein. Mailed or faxed proposals will not be accepted.

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

FAYETTEVILLE PUBLIC WORKS COMMISSION
Victoria McAllister
Procurement Manager

**INSTRUCTIONS TO PROPOSERS
FAYETTEVILLE PUBLIC WORKS COMMISSION
ON-CALL PROTECTIVE COATING INSTALLATION SERVICES**

OBJECTIVE OF THE REQUEST

It is the intent of this proposal request to obtain qualifications and rates for **ON-CALL PROTECTIVE COATING INSTALLATION SERVICES** within the detailed scope of services section of this Request for Proposal (RFP). You are requested to submit your proposal in accordance with the proposal format and outline section. The proposal outcome will result in an initial one-year Service Agreement.

RFP 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
Advertised Date	PWC	Tuesday January 2, 2024
Mandatory Pre-Proposal Meeting	PWC & Proposer	Tuesday January 16, 2024, 10:00 a.m.
Mandatory Site Visit – Cross Creek WRF	PWC & Proposer	Tuesday January 16, 2024, 10:30 a.m.
Mandatory Site Visit – Hoffer WTF	PWC & Proposer	Tuesday January 16, 2024, 1:00 p.m.
Submit Written Questions	Proposers	Tuesday January 23, 2024, 5:00 p.m.
Provide Response to Questions	PWC	Tuesday January 30, 2024, 5:00 p.m.
Submit RFP	Proposers	Tuesday February 6, 2024, 2:00 p.m.
Evaluation Period		Wednesday, February 7, 2024 – Wednesday, March 6, 2024
Award RFP	PWC	Thursday, March 7, 2024
Service Agreement/ Target Start Date	PWC & Proposer	Monday July 1, 2024

MANDATORY PRE-PROPOSAL MEETING & SITE VISIT

Instructions: It shall be **MANDATORY** that each potential proposer be present for a pre-proposal meeting and site visit on the date and time noted in the RFP schedule. Attendees must meet promptly at **10:00 a.m. Eastern Time** at **Cross Creek Water Reclamation Facility, 601 North Eastern Boulevard, Fayetteville, NC 28301, Conference Room**. Immediately following the pre-proposal meeting, a general inspection of the Cross Creek and Hoffer treatment facilities will be conducted.

Facility Address	Attendance Requirement
Cross Creek Water Reclamation Facility 601 North Eastern Boulevard Fayetteville, NC 28301	Mandatory Attendance (Pre-submittal Meeting & Tour)
Hoffer Water Treatment Facility 508 Hoffer Drive Fayetteville, NC 28301	Mandatory Attendance (Tour Only)

All attendees must sign in upon arrival and clearly indicate the prospective proposer represented on the sign in sheet. **LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, 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 and site visit is for all prospective proposers to apprise themselves of the conditions and requirements that will affect the performance of the work called for by this Request for Proposal. Proposers must stay for the duration of the pre-proposal meeting and site visit. No allowances will be made for unreported conditions that a prudent proposer would recognize as affecting the work called for or implied by this proposal.

Proposers are cautioned that any information released to attendees during the pre-proposal and 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 RFP, must be confirmed by written addendum before it can be considered to be a part of this proposal.

QUESTIONS

Written questions shall be e-mailed to procurement@faypwc.com by the date and time specified in the RFP schedule. Proposers will enter “**RFP PWC2324049 – Questions**” as the subject of the email.

Questions received prior to the submission deadline date, the Procurement Advisor II’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 RFP. No information, instruction, or advice provided orally or informally by any PWC personnel, whether made in response to a question or otherwise concerning this RFP, shall be considered authoritative or binding. Firms shall rely only on written material contained in an Addendum to this RFP.

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

MINORITY, WOMEN, DISADVANTAGED BUSINESS ENTERPRISE (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 H.

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.

PROPOSAL FORMAT AND OUTLINE

The proposal must include a statement of qualifications for **ON-CALL PROTECTIVE COATING INSTALLATION SERVICES**. Proposals must be clear, succinct and not exceed 30 pages of 8-1/2 inch x 11 inch paper of no less than 11-point font. Double-sided pages will be counted as two (2) pages. Page count does not include tabs or front and rear cover pages. ATTACHMENT A, B, C, D, E, H, and I shall be appended to the proposal and are excluded from the page count. Failure to comply with the page limits will result in automatic disqualification of the submittal.

Proposals must follow the format outlined herein. PWC may reject a proposal as non-responsive at its sole discretion for any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Lack of response to any of the criteria may constitute a non-responsive submittal. Submittal responses shall be organized in the following manner:

- 1) Cover Letter / Letter of Intent
- 2) Company Information
- 3) Company Qualifications

- 4) Coatings Manufacturer Qualifications
- 5) Project Understanding, Approach and Quality Management Practices
- 6) Project Team, Experience, and Certifications
- 7) Financial Information
- 8) Project References for five (5) similar projects within the last five (5) years
- 9) Safety, Health and Environmental Compliance
- 10) Rate Proposal Form

All proposals will be evaluated on the completeness and quality of the content. Only those proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

PROPOSAL CONTENT FOR STATEMENT OF QUALIFICATIONS

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

Section 1 –Cover Letter/Letter of Intent

- Intent to submit a proposal.
- Statement of the proposers understating and commitment to the contract resulting from this RFP.
- Any special conditions.
- Authorized officer's title and signature.

Section 2 – Company Information

Please note: If the proposer is a local office of a parent company, the information is to be provided on the local office only that will be managing this contract. The parent company information should only be provided when the parent company is the proposer.

- Company name
- Legal name (if different)
- Years in business (as the current company name)
- Main contact person (and authorized representative to conduct contract negotiations with PWC, if different from the contact person)
- Full mailing address
- Telephone number
- Fax number
- E-mail address
- Number of full-time employees
- Dun and Bradstreet Number (DUNS)
- Enclose a copy of the company general contracting license as well as a copy of the contractor license for any proposed subcontractors, if applicable. If the proposer is not a licensed contractor, then the proposer must be licensed as an installer by a protective coatings manufacturer.
- Percent of work that will be subcontracted. The percentage shall serve as an upper limit and be binding for the duration of the contract unless PWC stipulates that deviations will be for the benefit of the contract. No more than 49% of the contract value shall be

subcontracted.

Section 3 – Company Qualifications

- The proposer shall be a certified contractor and/or licensed as an installer by a protective coatings manufacturer. The proposer shall submit a statement from the manufacturer stating certification and/or that the proposer is a licensed installer of the applicable protective coatings.
- The proposer shall be a licensed general contractor in North Carolina with the following classifications:
 - Public Utilities (water and sewer) – Unlimited
 - Unclassified - Unlimited
- The proposer shall have a minimum of six (6) years practical experience and successful history in the application of the manufacturer’s specified products and in similar projects.
- The proposer shall furnish a list of five (5) references of separate projects similar scope and nature to include coatings of water and/or wastewater facility assets. A minimum of (1) one project shall be an annual contract, similar in scope and nature to work described in this RFP.
- The proposer shall have successfully installed protective coating systems in concrete structures totaling a minimum of 80,000 square feet. Those structures shall have a minimum of four (4) years of immersion service. Include the dates on such projects.
- The proposer shall have successfully installed protective coating systems on steel/metal structures in water and/or wastewater facilities. Include the dates on such projects.
- The proposer shall provide documentation that they have a AMPP Senior Certified Coatings Inspector and AMPP SSPC Concrete Coating Inspector on staff. The proposer shall provide names, certifications, numbers, and length of time employed by the proposer.
- The proposer shall provide information on key supervisory personnel as indicated below. All supervisory personnel shall be direct employees of the proposer.
 - Project Manager: Employee of the proposer who will be involved on a continual basis from commencement of the contract until installation completion. This person will be responsible for the overall management of the proposers team assigned to a particular project and the completion of a project.
 - Foreman/Field Superintendent: Employee of the proposer who will be on site 100% once a project commences and will be responsible for the direct supervision of the crews, daily coordination of the work on site to maintain the schedule, on site management such as material deliveries, outages, etc.
 - AMPP Senior Certified Coatings Inspector: Employee of the proposer who will be on site to verify substrate preparation, surface preparation, etc. This person shall be available to visit the site to address any issues related to surface preparation, coating application, etc.
 - AMPP SSPC Concrete Coating Inspector: Employee of the proposer who will be on site to verify substrate preparation, surface preparation, etc. This person shall be available to visit the site to address any issues related to surface preparation, coating application, etc.
- The proposer shall certify that the Foreman/Field Superintendent has successfully demonstrated to the product manufacturer the ability to prepare surfaces and apply material correctly. Provide not less than two (2) references within the last three (3) years in the United States to document the superintendent’s ability and qualifications on projects of similar scope. Include cementitious coating applications in the references.
- Provide a copy of the most recent W-3 Transmittal of Wage and Tax Statement indicating

the wages and taxes paid by the proposer. All personnel listed on the proposed project team (reference project team section) shall be listed on the submitted W-3.

Section 4 – Coatings Manufacturer Qualifications

- Coatings manufacturer selected for work
- Manufacturer's representative name and contact information, to include documentation that they are AMPP Senior Level Coating Inspector, formerly NACE Level 3 certified. Provide the following information:
 - Educational background
 - Work experience with the manufacturer inclusive of duration (by dates) of employment and position(s) held.
 - Work experience with prior employers, durations (by dates) of employment and position(s) held.
 - Provide a minimum of two (2) project references, inclusive of contact person, phone number, and name of applicable project(s). Please ensure that the provided information is accurate and the referenced name can speak to the individual's performance.
- Certification by the manufacturer of the contractor to use its products
- Qualifications of the manufacturer to meet the intent of the scope of services
- Commitment of the manufacturer to provide quality guidance in the use of its products

Section 5 – Project Understanding, Approach and Quality Management Practices

- Demonstrate understanding of the RFP's goal and scope of services
- Define your company's approach to project execution to include any qualifications or exceptions to the scope of services.
- Describe your company's quality management practices and/or any quality certifications.
- Note if there are any exceptions in this section and complete ATTACHMENT D – EXCEPTIONS TO THE RFP. In the event there are no exceptions taken, write "None" on ATTACHMENT D and include with the proposal. The exceptions form does not count toward the page limit of your company's submittal. ATTACHMENT D must be submitted with the proposal, even if there are no exceptions taken.

Section 6 – Project Team, Experience, and Certifications

- Provide project team organization chart.
- Provide the following information for the Project Manager and Foreman/Field Superintendent (100% site supervisor) to be assigned under this contract, if awarded:
 - Educational background
 - Work experience with the proposer inclusive of duration (by dates) of employment and position(s) held
 - Work experience with prior employers, durations (by dates) of employment and position (s) held
 - Specific project experience which is similar to the work to be done under this contract and the role this person played in each selected project. A minimum of two (2) projects are to be listed for each person. A brief description of the project should be given.
- For key personnel, provide at least two (2) project references on each of the proposed key people inclusive of contact person, phone number and name of applicable project. Please

ensure that the information is accurate and that the referenced name can speak to the individual's performance in the role to be assigned on this contract.

- Personnel commitment, by submitting the names for consideration under this Section, the proposer is committing these people (Project Manager and Field Superintendents) to PWC for the contract's duration if awarded the project. Substitution of other personnel after selection is made must be approved by PWC.

Section 7 – Financial Information

- Provide recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement and, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

OR

Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement and, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION. "

"Recent" shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

- Provide a written statement from the bonding company listing total and available bonding capacity.

Section 8 – References

- All prospective proposers must provide a minimum of five (5) references similar in scope to this scope of service for coatings of water and wastewater facility assets.

- References will be contacted. Please verify information before submitting.
 - Company/entity name
 - Address
 - Name of contact person and title/role
 - Telephone number, minimum of two telephone numbers per contact
 - E-mail address of contact person
 - Dates and duration of contracts
 - General description of scope of services
- The proposer must complete ATTACHMENT C – REFERENCE FORM. This reference form does not count toward the page limit of the proposal.

Section 9 – Safety, Health, and Environmental Compliance

- Describe the proposer’s commitment to worker safety, health and environmental compliance.
- Include Hazard Communication Plan that addresses at a minimum, hazards assessment, hazards communication, and employee training.
- Include Spill Containment and Response Plan that addresses at minimum spills of materials, communication protocols, cleanup, transport and disposal and employee training.
- Provide an affidavit stating whether or not any OSHA violations have occurred in the past three (3) years.
- Provide a list of the safety training provided to employees in areas of known safety hazards within the scope of this project. The proposer shall include signed documentation of the safety training by their employees. This documentation of safety training shall be included in an attachment to the Statement of Qualifications but will not count against the page length requirement.
-

Due to proposal page limits the plans may be outlined but sufficiently detailed to define the plan and its direct relevance to PWC. Plans will be finalized within 30 calendar days of Notice to Proceed, if awarded, as described in this RFP. For more information about this expectation reference ATTACHMENT A: SCOPE OF SERVICES sections Storage on Site and Safety, Health, and Environmental Compliance.

Section 10 – Rate Proposal

The Rate Proposal Form (see Attachment B), shall be filled out completely in ink or typed on the form. Any erasures and/or alterations to the proposer's rate proposal shall be initialed in ink by the signer. Please note, however, that no changes, alterations, or additions to the Rate Proposal Form are permitted after the due date. Rate proposals will be evaluated based on sample job(s) identified within PWC Facilities.

Include the following pricing:

- Hourly rates for professional and trade positions for coating installation
- Subcontractor mark-up percentage (over actual invoice costs)
- Material mark-up percentage (over actual invoice costs)
- Equipment mark-up (over actual invoice costs)
- Proposer owned Equipment Rental Rates

- Performance and payment bonding mark-up percentage

The Rate Proposal Form, if submitted by an individual, shall be signed by the individual. If submitted by a partnership or joint venture the form shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture. If submitted by a corporation the form shall be signed by an officer of the corporation.

SUBMISSION INSTRUCTIONS

- 1) Proposals should be complete and carefully worded and should convey all the information requested in the RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. If the proposal includes any comment over and above the specific information requested in the RFP, the proposer should include this information as a separate appendix to its proposal. Proposals that include clarifications or modifications to any of the RFP's contractual requirements, or a proposer's standard terms and conditions, may be deemed non-responsive and not considered for award at PWC's discretion. Unsolicited proposal 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 RFP. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration. PWC reserves the right to accept or reject any proposal and to annul the proposal process and reject all proposals at any time prior to award of a Service Agreement, without thereby incurring any liability to the affected proposer or proposers or any obligation to inform the affected proposer or proposers the reasons for PWC's action.
- 2) Proposals may be withdrawn by the proposer only in writing and if receipt of such withdrawal is acknowledged by PWC prior to the time for the proposal submittal deadline identified in the Advertisement for Proposers (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the proposer's letterhead and signed by an official of the proposer duly authorized to make such request. Withdrawals shall be e-mailed to procurement@faypwc.com. Proposers will enter "RFP PWC2324049 – Withdrawal" as the subject of the email. Any withdrawal request made after the proposal submittal deadline shall be allowed only if the price proposal was based upon a mistake that constituted a substantial error, provided the proposal was submitted in good faith.
- 3) Electronic proposals shall be uploaded to: https://faypwc-my.sharepoint.com/:f/g/personal/scriptuser_faypwc_onmicrosoft_com/EpE3YhI5hQIFvxuU90zuP08BMfsMbN78_p5MDPh8sXT1iA
- 4) Proposals will be examined promptly after the due date and an award will be made at the earliest possible date. Proposals must be held firm for PWC for a period of sixty (60) days after the proposal due date. A purchase order will be issued following the fully executed Service Agreement.
- 5) Rates shall only be provided on the Rate Proposal Form provided herein, or exact copies thereof (See Attachment B – Rate Proposal Form). Failure to provide full and complete Rate Proposal Form may result in a proposal being deemed non-responsive.
- 6) All proposals must be signed by an authorized official of the proposer. Proposals may be rejected for any omission, alteration of form, additions not called for, conditional proposal, or

any irregularities of any kind.

- 7) Do not submit alternate proposals.

EVALUATION CRITERIA

Proposal Item	Weight	Score (0-3)	Weighted Score
Cover Letter / Letter of Intent	Pass/Fail	N/A	N/A
Company Qualifications (to include subcontractors)	15		
Coatings Manufacturer Qualifications	10		
Project Understanding, Approach and Quality Management Practices	10		
Project Team, Experience and Certifications	25		
References	15		
Safety, Health and Environmental Compliance	10		
Rate Proposal	15		
Final	100		

Score Points

- 0- Does Not Meet Expectation
- 1- Partially Meets Expectation
- 2- Meets Expectation
- 3- Exceeds Expectation

SELECTION PROCESS

Fayetteville Public Works Commission will evaluate each responsive proposal to determine the highest qualified proposer. Proposals will be reviewed and evaluated by a committee of PWC personnel. The proposals will be ranked based on the review, using the criteria as described in the Evaluation Criteria section.

AWARD

- 1) An award of a contract is subject to approval by the Water Resource Engineering department and Evaluation Team.
- 2) PWC reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective proposer prior to award, and during the contract term, as PWC deems necessary to determine that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
- 3) PWC reserves the right to request additional information from proposers 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 proposers for various items to the highest ranked proposer or proposers, taking into consideration product quality, performance to PWC, and conformity with the specifications

in these proposal documents. PWC may also consider, among other things, the proposer's past performance conduct on other contracts, and other information as PWC deems necessary to assist in the evaluation of any proposal.

- 5) PWC Water Resource Division will place orders via email, on an as-needed basis throughout the life of the Service Agreement. Proposer shall confirm receipt of each order by e-mail stating the project requested, project location, and the expected service date/s.
- 6) The Service Agreement will be awarded for a period of one (1) year to begin on or about July 1, 2024. The Service Agreement may be extended for an additional two (2) one-year periods upon the agreement of both parties.
- 7) It is the intent of PWC that all pricing remains firm for the initial one (1) year contract period and proposers shall take this into account when submitting their proposals. In the event the Service Agreement is extended for an additional period, the proposer 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) Proposal 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 proposer shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT B: RATE PROPOSAL FORM and include it in the proposal.
- 2) Payment for equipment, material, supplies, etc. purchased pursuant to this proposal 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 WR Engineering Department, P.O. Box 1089, Fayetteville, North Carolina 28302.

ATTACHMENT A: SCOPE OF SERVICES

GENERAL

- A.** Furnish labor, materials, equipment, and appliances required for complete execution of completing protective coating installation projects per ATTACHMENT A: SCOPE OF SERVICES.
- B.** The Service Agreement will be awarded for a period of one (1) year to begin on or about July 1, 2024. The Service Agreement may be extended for an additional two (2) one-year periods upon the agreement of both parties.
- C.** The scope of services is project based and includes planning; coatings and materials; surface preparation, field coating and cleanup; and manufacturer validation. It shall also include but not be limited to protective coating work for various tanks, piping, flooring, walls, and other surfaces at various PWC treatment plants, ground storage tanks, booster station facilities, and other facilities as directed by PWC.
- D.** PWC Water Resource Division will place orders via email, on an as-needed basis throughout the life of the Service Agreement. Proposer shall confirm receipt of each order by e-mail stating the project requested, project location, and the expected service date/s.
- E.** The PWC Project Manager is Misty Manning, P.E., Manager, Water Resources Engineering, or her designee.

REFERENCE CODES AND STANDARDS

- A.** Without limiting the generality of this Scope of Services the work shall conform to the applicable requirements of the following documents:
 - a)** SSPC - The Society for Protective Coatings Standards
 - i)** SSPC-Vis 1 Pictorial Surface Preparation Standards for Painting Steel Structures
 - ii)** SSPC-SP2 Hand Tool Cleaning
 - iii)** SSPC-SP3 Power Tool Cleaning
 - iv)** SSPC-SP5 White Metal Blast Cleaning
 - v)** SSPC-SP6 Commercial Blast Cleaning
 - vi)** SSPC-SP10 Near-White Metal Blast
 - vii)** SSPC-SP11 Power Tool Cleaning to Bare Metal
 - viii)** SSPC-SP13/NACE6 Surface Preparation of Concrete
 - ix)** SSPC – SP1 Solvent Cleaning
 - b)** NACE - National Association of Corrosion Engineers
 - i)** NACE WJ 1 Clean to Bare Substrate
 - ii)** NACE WJ 2 Very Thorough Cleaning
 - iii)** NACE WJ 3 Thorough Cleaning
 - iv)** NACE WJ 4 Light Cleaning
 - v)** NACE 1 White Metal Blast Cleaning
 - vi)** NACE 2 Near White Metal Blast Cleaning
 - vii)** NACE 3 Commercial Blast Cleaning
 - viii)** NACE 4 Brush-Off Blast Cleaning
 - c)** ASTM International
 - i)** ASTM D1737 Test Method for Elongation of Attached Organic Coatings with Cylindrical Mandrel Apparatus
 - ii)** ASTM 8117 Method of Salt Spray (Fog) Testing
 - iii)** ASTM D4060 Test Method for Abrasion Resistance of Organic Coating by the Taber Abraser (Abrader)

- iv) ASTM D3359 Method for Measuring Adhesion by Tape Test

ACCEPTABLE COATINGS MANUFACTURERS

- A.** Subject to compliance with the scope of services, provide products from one of the following manufacturers:
- a)** Sherwin-Williams
 - b)** Tnemec Company Inc.
 - c)** Carboline Company
 - d)** PPG Protective & Marine Coatings
- B.** All work shall be performed in strict accordance with the manufacturer's published recommendations and instructions for that product.

PROJECT BASED SUBMITTALS

- A.** For each coatings project requested by PWC during the Service Agreement period, the proposer is required to submit a Project-specific Work Plan which must contain at a minimum the following:
- a)** Manufacturer's literature and Material Safety Data Sheets for each product.
 - b)** Coatings plan identifying:
 - i)** Condition assessment for each surface to be coated,
 - ii)** Square footage of surfaces to be coated,
 - iii)** Surface preparation and coating systems proposed for each surface,
 - iv)** Documentation from the Manufacturer certifying that the proposed coating system is appropriate for the application and will function as intended,
 - v)** Calendar schedule of Work to include man-hours per trade per Project, and
 - vi)** Project constraints.
 - c)** Name of the Proposer's Coating Application Supervisor responsible for the proposer's work.
 - d)** Name of the Manufacturer's Representative who will inspect the work.
 - e)** Project-specific safety, health and environmental protection plan.
 - f)** Complete breakdown of Time and Materials Cost Estimate to complete the Project, including:
 - i)** Materials shall be shown as actual cost plus mark-up,
 - ii)** Time shall be tallied by Position and Hourly Rates,
 - iii)** Equipment mark-up shown as actual cost plus mark-up,
 - iv)** Proposer Owned Equipment quantity, duration and rate(s),
 - v)** Subcontractor services used as a percentage of work, and
 - vi)** Bonding, if required by PWC as a cost plus % of mark-up.
- B.** If your proposal is accepted by PWC, then PWC will provide written authorization via email to proceed with the work.
- C.** Work will be inspected by PWC for compliance with the scope of services, quality of work, and timeliness of its completion.

PWC's mission to provide safe, sustainable water services for their customers may require that sustained, effective and compliant Treatment Plant operations take precedence over the scheduling of work especially during inclement weather, high flows, and/or normal diurnal flow patterns.

GENERAL DESCRIPTION OF WORK

- A.** Work shall include surface preparation, coating application, grouting, crack injection, expansion joint filler, inspection of coated surfaces and corrective action as required, protection of adjacent surfaces, cleanup and relevant work required for the proper coating of all surfaces to be coated. Surfaces to be coated may include piping, miscellaneous metals, concrete, equipment, buildings, exterior and interior surfaces. PWC may choose to complete projects at the water and wastewater treatment plants, ground storage tanks, booster stations, and other PWC owned facilities in the collection and distribution system. Substrate materials include but are not limited to brick, concrete, various metals and fiberglass.
- B.** It is the intent of this RFP that all concrete work will be non-structural in nature. If any concerns or issues with the integrity of the concrete become apparent, the work will be stopped until a structural evaluation can be completed. Based on the structural evaluation, PWC will direct the successful proposer on how to proceed.
- C.** The successful proposer shall perform in strict accordance with the manufacturer's published recommendations and instructions, unless PWC stipulates that deviations will be for the benefit of the contract.
- D.** The successful proposer shall match coatings colors to existing piping and equipment or as directed by PWC.

AVAILABILITY

- A.** The proposer shall be capable of providing crews as needed to complete the work without undue delay. Upon receipt of written notification from PWC requesting work to be completed, the proposer shall schedule a site visit within 14 calendar days. Should it be determined that the site visit cannot be scheduled within 14 calendar days, the proposer and PWC shall determine a mutually acceptable schedule. Failure to respond to PWC's request may be considered a breach of contract.

MATERIALS

- A.** The term "coating" is defined as both paints and coatings including emulsions, enamels, stains, varnishes, sealers, cementitious lining systems, and other coatings whether organic or inorganic and whether used as prime, intermediate, or finish coats.
- B.** Purchase coatings from an approved manufacturer. At the completion of each project, the proposer shall submit a report identifying products used and verifying that surfaces were properly prepared, products were properly applied, and the coating systems were proper for the exposure and service.
- C.** Provide primers and intermediate coats produced by same manufacturer as finish coat. Use only thinners approved by the coating manufacturer, and only within manufacturer's recommended limits.
- D.** Ensure compatibility of total coating system for each substrate.
- E.** Use coating materials suitable for the intended use and recommended by manufacturer for the intended use.

SURFACE PREPARATION

- A.** General
 - a)** Surfaces to be coated shall be clean and dry, and free of dust, rust, scale, and foreign matter. Any solvents used shall be compatible with the proposed application.

- b) Surface preparation and inspections shall be in accordance with the appropriate Association for Materials Protection and Performance and/or manufacturer's recommendations for that surface.
- c) Protect or remove, during coating operations, hardware, accessories, machined surfaces, nameplates, lighting fixtures, and similar items not intended to be coated prior to cleaning and coating. Reposition items removed upon completion of coating operations.
- d) Protect motors and other equipment during blasting operation to ensure blasting material is not blown into motors or other equipment. Inspect motors and other equipment after blasting operations and certify that no damage occurred, or where damage occurred, the proper remedial action was taken.

B. Previously Coated Surfaces

- a) Totally remove existing coating when: surface is to be submerged in a severe environment, coating is less than 75% intact, brittle, and eroded or has under-film rusting.
- b) Surfaces which are greater than 75% intact require removal of failed coatings and then spot primed. Spot priming is in addition to coats specified.
- c) Remove surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers.
- d) Clean and dull glossy surfaces prior to coating in accordance with the manufacturer's recommendations.
- e) Check existing coatings for compatibility with new coating system. If incompatible, totally remove existing coating system or apply a barrier coat recommended by the manufacturer. Remove existing coatings of undetermined origin. Prepare a test patch of approximately three (3) square feet over existing coating. Allow test patch to dry thoroughly and test for adhesion. If proper adhesion is not achieved remove existing coating and recoat.

APPLICATION OF COATINGS

- A. Apply coating by experienced coating technicians with spray pumps, trowel, brushes or other applicators approved by the manufacturer and acceptable to PWC.
- B. Apply coating without runs, sags, thin spots, or unacceptable marks.
- C. Apply at rate specified by the manufacturer to achieve at least the minimum dry mil thickness specified. Apply additional coats, if necessary, to obtain required thickness.

QUALITY ASSURANCE

- A. The proposer shall possess the applicable license to perform the work as herein described and as specified by local, State and Federal laws. The proposer shall provide copies of appropriate licenses as an attachment to their proposal.
- B. Coating operations shall be accomplished by skilled craftsman trained by the proposer to perform coating work and cementitious lining systems.
- C. Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application, and inspection throughout the duration of the Project(s). Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards and are approved by the manufacturer and acceptable to PWC.
- D. Mockups: For each project, PWC may request a coating system mockup as a representative of how the systems shall be applied and their final appearance (to include color, sheen, texture etc.), which is to be approved by PWC before any work is started. For overcoat projects this mockup shall be used to test for adequate adhesion. This approved mockup shall be the

quality standard for the rest of the Project. This mockup location, size and other job specific needs shall be detailed by PWC.

- E. Surface Preparation: Surface preparation shall comply with and be based upon comparison with the applicable Society for Protective Coatings Standards (SSPC). Refer to Section 2.2 – Reference Codes and Standards.
- F. Application: No coating shall be applied when the surrounding air and/or surface temperature and/or moisture content is above/below the minimum required temperature and moisture for the specified product. The proposer shall validate that the application conditions are compliant with the coatings product(s) manufacturer's requirements for that product. The proposer shall provide products to meet the expected environmental conditions or coating shall be delayed or postponed until conditions are favorable. The day's coating shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
- G. Thickness and Holiday Checking: Thickness of coatings shall be checked with a non-destructive, magnetic type thickness gauge. The integrity of coated interior surfaces shall be tested with an approved inspection device. Concrete and steel surfaces requiring holiday detection shall conform to NACE Standard Practice for Holiday Detection, SP 0188. All pinholes shall be marked, repaired in accordance with the manufacturer's printed recommendations, and retested. No pinholes or other irregularities will be permitted in the final coating.
- H. Inspection Devices: The proposer shall furnish inspection devices in good working condition for detection of holidays and measurement of dry film thickness of coating and paint. The proposer shall also furnish U.S. Department of Commerce; National Bureau of Standard certified thickness calibration plates to test accuracy of dry film thickness gauges and certified instrumentation to test accuracy of holiday detectors.
- I. The proposer shall provide at PWC's request, the manufacturer's inspection of any of the Contractor's preparation, application and/or finished product work.

GURANTEE

- A. All work completed under the Service Agreement as a result of this RFP shall be guaranteed by the proposer for a period of two (2) years from the date of final acceptance. During that period, all serious defects discovered in the work, as determined by PWC, shall be removed and replaced in a satisfactory manner by the proposer at no cost to PWC.
- B. Should PWC's inspection determine that the work is not in accordance with these Scope of Services; the proposer shall mobilize and make all necessary repairs at no expense to PWC. The proposer will receive written notification from PWC and be allowed the chance to review the work in question. The proposer shall respond to PWC with a plan of action within 30 calendar days of receiving notification. Alternatively, PWC reserves the right to contract with another party to complete the warranty work, at the sole expense of the proposer.

STORAGE ON SITE

- A. The proposer shall submit a Hazard Communication Plan covering hazard assessment, hazard communication, and employee training with his/her proposal and shall finalize the plan within 30 calendar days of the Notice to Proceed. The plan shall be in effect for the duration of the Service Agreement and updated as required for each project. Additionally, PWC may request plan updates as conditions warrant.
- B. The proposer shall submit a Spill Containment and Response Plan covering spills of materials, communication protocols, cleanup, transport and disposal and employee training with his proposal and shall finalize the plan within 30 calendar days of the Notice to Proceed. The plan

shall be in effect for the duration of the Service Agreement. Additionally, PWC may request plan updates as conditions warrant.

- C. The proposer shall provide Manufacturer's literature and Material Safety Data Sheets for each product brought on PWC property.
- D. Materials transport, storage, handling, cleanup, and disposal shall comply with applicable city, State and Federal regulations.
- E. The proposer shall bring materials to the job site in the original sealed and labeled containers.
- F. Containers shall be labeled to include manufacturer's name, type of product, brand name, lot number, brand code.
- G. The proposer shall be responsible for proper storage of coatings and paint. Store materials at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.
- H. The proposer shall store only sufficient quantities of coatings and materials to perform the project assigned. Products will only be stored in designated areas as defined by PWC. All coatings and materials will be removed from PWC property within 30 calendar days of project completion, unless otherwise directed by PWC.

SAFETY, HEALTH, AND ENVIRONMENTAL COMPLIANCE

- A. The proposer shall provide a Hazard Communication Plan, a Spill Containment and Response Plan, and Safety Data Sheets as defined above.
- B. The proposer shall provide and maintain safe working conditions for all employees. The proposer shall supply fresh air continuously to confined spaces through the combined use of existing openings, forced-draft fans and temporary ducts to the outside or direct air supply to individual workers. Fumes shall be exhausted to the outside from the lowest level in the contained space. Explosion-proof electrical fans shall be provided. No smoking or open fires will be permitted in, or near, confined spaces where coating is being done. The proposer shall adhere to all OSHA, state and local regulations at all times.
- C. The proposer shall require that personnel perform work in strict accordance with the latest requirements of OSHA Safety and Health Standards for construction. The proposer shall meet or exceed requirements of regulatory agencies having jurisdiction and the manufacturer's published instructions and recommendations. A copy of all Safety Data Sheets (SDS) shall be maintained at the job site for each product being used prior to commencement of work. The proposer shall provide and require that personnel use protective and safety equipment in and about the project site. The proposer shall provide respiratory devices, eye and face protection, ventilation, ear protection, illumination and other safety devices required to provide a safe work environment.

ATTACHMENT B: RATE PROPOSAL FORM

Proposer Information

Company Name

Address

Phone Number

Email Address

Federal ID No.

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

**Representative's
Name**

**Representative's
Title**

**Representative's
Signature**

Date

Rates

Position No.	Hourly Rates	Hourly Rate, \$/Hr.
	Professional & Technical Positions	
1	Company Principal	\$
2	Project Manager	\$
3	Foreman/Field Superintendent	\$
4	Technical Specialist (Safety, Testing, Quality, Etc.)	\$
5	Surface Preparation and Coating Application Worker	\$
6	Laborer	\$
7	Administration	\$

Item No.	Material and Subcontractor Mark-up	Percent Mark-up, %
1	Subcontractor Mark-up over Actual Invoice Costs	\$
2	Materials Mark-up over Actual Invoice Costs	\$
3	Equipment Mark-up over Actual Invoice Costs	\$
4	Proposer Owned Equipment Rental Rates	\$
5	Performance and Payment Bond Mark-up over Actual Invoice Costs	\$

Equipment No.	Proposer Owned Equipment Rental Rates	Daily Rate, \$/day
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
15		\$
16		\$
17		\$

18		\$
19		\$
20		\$
21		\$
22		\$
23		\$
24		\$
25		\$
26		\$
27		\$
28		\$
29		\$
30		\$
31		\$
32		\$
33		\$
34		\$
35		\$
36		\$
37		\$
38		\$
39		\$
40		\$

ATTACHMENT C: REFERENCE FORM FOR

Reference Name 1:	
Address:	
Contact Name:	Title:
Email:	Phone:
Contract Title	Contract No.
Description of Services:	

Reference Name 2:	
Address:	
Contact Name:	Title:
Email:	Phone:
Contract Title	Contract No.
Description of Services:	

Reference Name 3:	
Address:	
Contact Name:	Title:
Email:	Phone:
Contract Title	Contract No.
Description of Services:	

Reference Name 4:	
Address:	
Contact Name:	Title:
Email:	Phone:
Contract Title	Contract No.
Description of Services:	

Reference Name 5:	
Address:	
Contact Name:	Title:
Email:	Phone:
Contract Title	Contract No.
Description of Services:	

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

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

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

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

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

Signature

Title

Printed Name

Date

PWC At a Glance



Customers



- In operation since 1905 (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)
- 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

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: _____

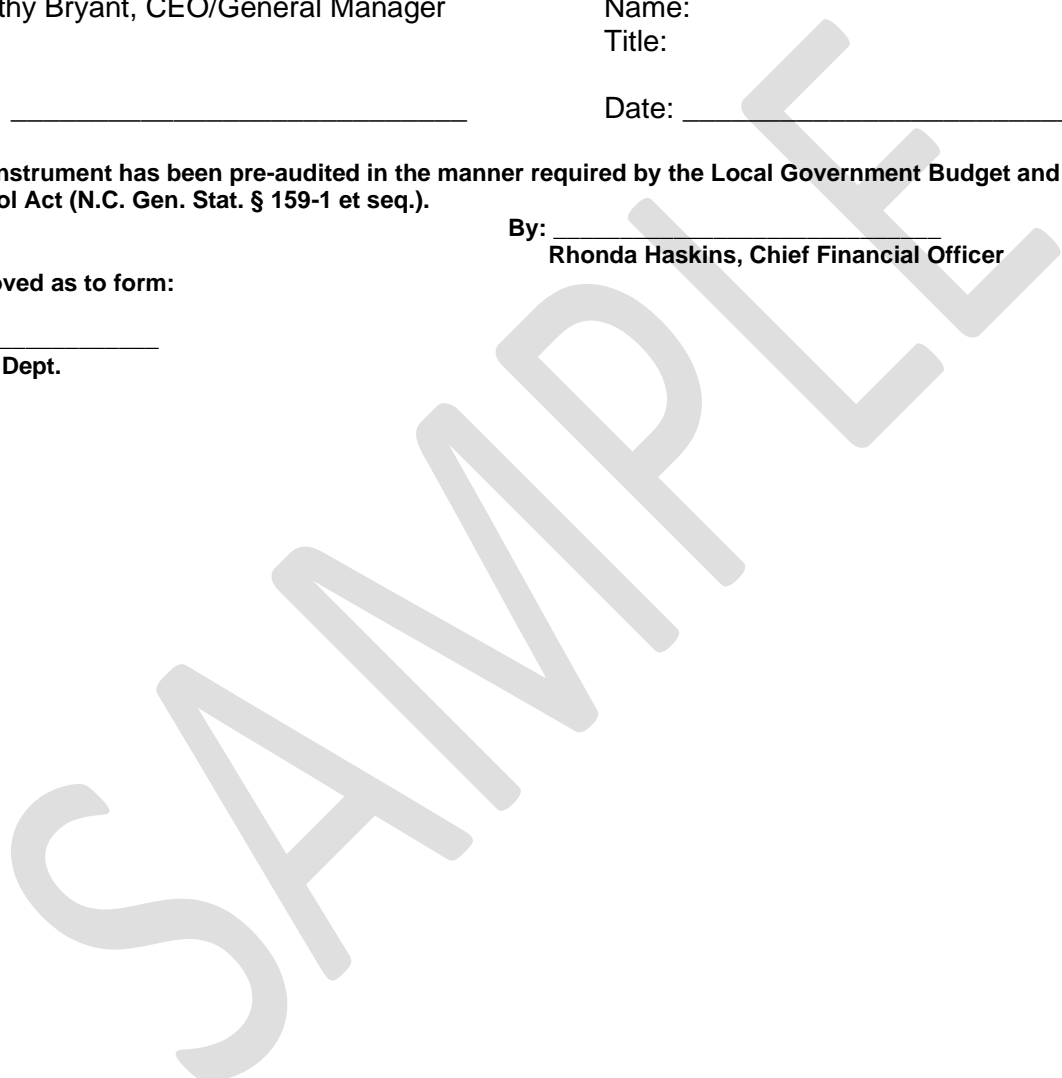
Date: _____

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:

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

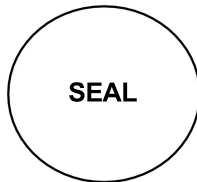
(Name of Project)

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.

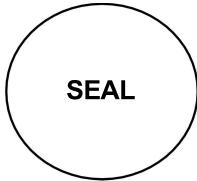
<u>Name, Address, & Phone No.</u>	<u>*MWDBE Category</u>	<u>NAICS</u>	<u>Dollar Value</u>	<u>% of Contract</u>

*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>

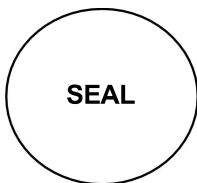
*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

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.

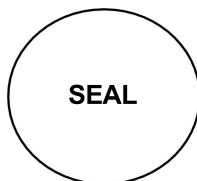
<u>Name, Address, & Phone No.</u>	<u>*MWDBE Category / **Local</u>	<u>NAICS</u>	<u>Dollar Value</u>

*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: _____

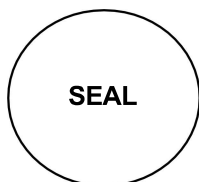
To Add MWDBE Subcontractor/Subcontracted work:

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