



REQUEST FOR PROPOSAL

PWC2526055

Job Analyses, Classification, and Compensation Study

Date of Issue: December 8, 2025
Bid Due Date: January 8, 2026
4:00 p.m.

Direct all inquiries concerning this RFP to:

Nikole Bohannon
Procurement Manager
procurement@faypwc.com

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**ADVERTISEMENT FOR BID
FAYETTEVILLE PUBLIC WORKS COMMISSION
Job Analyses, Classification, and Compensation Study**

**Cumberland County
North Carolina**

Bids are solicited and will be received electronically by the Fayetteville Public Works Commission Procurement Department until **4:00 p.m., EST Thursday, January 8, 2026**, for the **Job Analyses, Classification, and Compensation Study**.

PWC is seeking a qualified vendor to conduct comprehensive job analyses, classification, and compensation study for all job titles within the organization. The project includes analyzing up to 300 positions (both exempt and non-exempt), interviewing employees, reviewing and updating job descriptions, documenting physical demands, and ensuring compliance with FLSA, ADA, and internal Functional Employment Testing (FET) requirement. The selected vendor is required to provide recommendations for improvements for career progression, pay structure, recruitment strategies for hard-to-fill roles, and a legally compliant, non-discriminatory classification and compensation system that addresses pay compression and supports organizational growth.

Enclosed are the Instructions to Bidders, Detailed Specifications, and Bid Pricing Form. Bidders must submit the completed Bid Pricing Form, Attachment B, Attachment C, SDBE Affidavits, Supplier Discloser Form, and any required addendum acknowledgments. Submissions must be made using the provided forms or exact copies thereof, as specified in the bid documents. Unsolicited bid samples or descriptive literature may 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 bid without further consideration.

Questions regarding this bid must be submitted in writing to the attention of Nikole Bohannon, Procurement Manager, at procurement@faypwc.com no later than **5:00 p.m., EST Monday, December 15, 2025**, in order to be considered for a response.

Electronic bid submittals will be accepted if emailed to procurement@faypwc.com. The email subject must be **RFP: PWC2526055 - Job Analyses, Classification, and Compensation Study**.

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, or to award the bid to the lowest responsible offeror or offerors, taking into consideration quality, performance, and the time specified in the proposals for the performance of the contract.

FAYETTEVILLE PUBLIC WORKS COMMISSION
Nikole Bohannon
Procurement Manager

INSTRUCTIONS TO BIDDERS
FAYETTEVILLE PUBLIC WORKS COMMISSION
Job Analyses, Classification, and Compensation Study

PURPOSE AND BACKGROUND

PWC is soliciting proposals for a qualified vendor to conduct a comprehensive job analysis, classification, and compensation study for all job titles within the organization. The selected vendor will be tasked with analyzing up to 300 positions (both exempt and non-exempt), interviewing employees, reviewing and updating job descriptions, documenting physical demands, and ensuring compliance with the Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), and internal Functional Employment Testing (FET) requirements. Additionally, the vendor will be required to provide recommendations for improvements in career progression, pay structure, recruitment strategies for hard-to-fill roles, and a legally compliant, non-discriminatory classification and compensation system that addresses pay compression and supports organizational growth.

PWC reserves the right to award contract(s) to one or more proposers, as determined to be in the best interest of PWC.

PWC operates as a public authority owned by the City of Fayetteville, and is governed by four Commissioners appointed by the Fayetteville City Council. PWC manages, operates, and supervises three utilities – electric, water, and sanitary sewer services - serving more than 112,000 customers daily. Currently PWC utilizes Oracle HCM and external providers to manage its employee benefit programs. See Attachment D for more information about PWC’s staff, organization, and other key facts.

OBJECTIVE OF THE REQUEST

It is the intent of this bid request to obtain pricing for **Job Analyses, Classification, and Compensation Study** within the detailed scope of work section of this Request for Bid (RFP). You are requested to submit your bid on the enclosed Bid Pricing Form.

ACCURACY OF RFP AND RELATED DOCUMENTS

PWC assumes no responsibility for conclusions or interpretations derived from technical and background information presented in the RFP, or otherwise distributed or made available during the procurement process. In addition, the PWC will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the PWC other than those given in writing by the PWC through the issuance of addenda. In no event may a Proposer rely on any oral statement by the PWC or its agents, advisors, or consultants

PWC RIGHTS

The PWC, at its sole discretion, reserves the following rights:

- A. To supplement, amend, substitute, or otherwise modify the RFP at any time;
- B. To cancel this RFP with or without the substitution of another RFP;

- C. To reject any or all proposals produced in response to the RFP; to take any action affecting this RFP, this RFP process, or the Services or facilities subject to the RFP that would be in the best interests of the PWC;
- D. To issue additional requests for information, and/or;
- E. To require one or more Proposer(s) to supplement, clarify or provide additional information in order for the PWC to evaluate the responses submitted.

EXPENSE OF SUBMITTAL PREPARATION

The PWC accepts no liability for the cost and expenses incurred by the Proposer in response to this RFP, including preparing requests for clarification. Each Proposer that prepares a Response shall do so at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the PWC for the costs and expenses associated with the Response.

TRADE SECRETS/CONFIDENTIALITY

Upon receipt at the PWC, your Response is considered a public record, except for material which qualifies as "Trade Secret" information under N.C.G.S. 66-152(3). Your Response will be reviewed by PWC staff and members of the general public who submit public records request.

THE RESPONDER IS REQUIRED TO IDENTIFY ALL CONTENT DESIGNATED AS A TRADE SECRET AS DEVINED PURSUANT TO N.C.G.S. 66-152(3) AND WHICH MEETS THE CRITERIA FOR CONFIDENTIALITY PURSUANT TO N.C.G.S. 132.1.2(1). ALL NOTED TRADE SECRETS MUST FOLLOW PROCEDURES NOTED BELOW AND REQUIRE ATTACHED DOCUMENTATION SPECIFYING HOW THE CONTENT QUALIFIES AS A TRADE SECRET UNDER NORTH CAROLINA LAW. IF AN ENTIRE RESPONSE IS MARKED CONFIDENTIAL OR TRADE SECRET, IT WILL BE DISQUALIFIED FROM CONSIDERATION.

To properly designate material as "trade secret" under these circumstances, each Proposer must take the following precautions.

- A. Any trade secrets submitted by Proposer should be submitted separately in a sealed enveloped marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluation to this Response,
- B. Offer documentation specifying how the content qualifies as a trade secret under North Carolina law, and
- C. The "trade secret" should be stamped on each page of the trade secret materials contained in the envelope.

NON-DISCLOSURE/SERVICE AGREEMENT

PWC requires that the selected proposer enter into a Non-Disclosure and Service Agreement for the services provided as a part of this RFP. Samples of the Non-Disclosure and Service Agreement are attached to this Request for Proposals as Appendix B. Any exceptions to the Non-Disclosure and/or Service Agreement should be included within the Proposer's response to this RFP.

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
Submit Written Questions	Bidders	Monday, December 15, 2025, at 5:00pm
Provide Response to Questions	PWC	Friday, December 19, 2025, at 5:00pm
Submit RFP	Bidders	Thursday, January 8, 2026, at 4:00pm
Award RFP Target Draft	PWC	February 2026
Service Agreement Target Start Date	PWC & Bidder	TBD

QUESTIONS

Written questions shall be e-mailed to procurement@faypwc.com by the date and time specified in the RFP schedule. Bidders will enter "**RFP PWC2526055 - Job Analyses, Classification, and Compensation Study – Questions**" as the subject of the email.

Questions received prior to the submission deadline date, the Procurement Manager'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. Bidders 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.

SMALL & DISADVANTAGED BUSINESS ENTERPRISE (SDBE) PROGRAM / SMALL LOCAL SUPPLIER (SLS) PROGRAM 12.1.25

PWC is committed to promoting the utilization of Small and Disadvantaged Business Enterprises (SDBEs) and Small Local Suppliers (SLS) by providing equitable opportunity for participation in all aspects of PWC's contracting and procurement programs. The SLS Program focuses on small, local businesses within the Fayetteville Metropolitan Statistical Area (MSA), which includes Cumberland, Hoke, and Harnett Counties.

Bidders shall submit the SDBE Affidavits A: Listing of the Good Faith Efforts or Affidavit B: Intent to Perform Contract with Own Workforce, and Affidavit E: Identification of SDBE/Local Participation included in Attachment F with their bid submittal. All Affidavits shall be signed and notarized.

Bidders are encouraged to document any subcontracting and supplier utilization in Affidavit C: Percentage of SDBE Participation or Affidavit D: Good Faith Efforts at the time of bid submission, though this is not mandatory. If these efforts are not included, PWC's Economic Impact Program staff will contact the lowest responsive bidder to request documentation, which

must be provided within 24 hours or by the next business day.

Recognized certifications under the SDBE Program include:

1. NC Department of Administration (NCDOA) Historically Underutilized Business (HUB)
<https://ncadmin.nc.gov/businesses/hub>
2. NC Department of Transportation (NCDOT) Disadvantaged Business Enterprise (DBE)
<https://www.ebs.nc.gov/VendorDirectory>
3. U.S. Small Business Administration (SBA) certifications such as 8(a), WOSB, EDWOSB, SDVOSB, and HUBZone

The full SDBE Program Plan is available on PWC's website. Bidders are responsible for reviewing the SDBE compliance requirements prior to bid submission.

<https://www.faypwc.com/purchasing/>

VENDOR REGISTRATION VIA ISUPPLIER

- 1) All vendors interested in doing business with PWC must register as a vendor through the iSupplier Portal using the link below. The iSupplier self-service portal enables vendors to have real-time access to information regarding purchase orders, invoices, and payments through a secure environment. Attach a copy of your W9 to your online registration.

<https://www.faypwc.com/isupplier-doing-business-with-pwc/>

SUBMISSION INSTRUCTIONS

- 1) Bids should be complete and carefully worded and should convey all the information requested in the RFP. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. If the bid includes any comment over and above the specific information requested in the RFP, the bidder should include this information as a separate appendix to its bid. Bids that include clarifications or modifications to any of the RFP's contractual requirements, or a bidder's standard terms and conditions, may be deemed non-responsive and not considered for award at PWC's discretion.
- 2) Unsolicited bid samples or descriptive literature may 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 bid without further consideration. PWC reserves the right to accept or reject any or all bids, to waive minor informalities or technicalities as permitted by law, to disregard nonconforming or nonresponsive bids, and to re-advertise for bids if deemed in the best interest of PWC. The bid tabulation and announcement of the apparent low bidder at the bid opening do not constitute a binding contract with PWC. No contract will be considered awarded until a formal written Agreement is executed by both PWC and the successful bidder. The award of a contract, if made, will be to the lowest responsible, responsive bidder whose qualifications indicate the award will be in the best interest of PWC.

- 3) Bids may be withdrawn by the bidder only in writing and if receipt of such withdrawal is acknowledged by PWC prior to the time for the bid submittal deadline identified in the Advertisement for Bidders (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the bidder's letterhead and signed by an official of the bidder duly authorized to make such request. Any withdrawal request made after the bid submittal deadline shall be allowed only if the price bid was based upon a mistake that constituted a substantial error, provided the bid was submitted in good faith, and then only pursuant to the terms of N.C.G.S. § 143-129.1.
- 4) Electronic bid submittals will be accepted if emailed to procurement@faypwc.com. The email subject must be **RFP: PWC2526055 - Job Analyses, Classification, and Compensation Study**. Late bids will not be considered.
- 5) Bids will be examined promptly after the due date, and an award will be made at the earliest possible date. Bids must be held firm for PWC for a period of sixty (60) days after the bid due date. A purchase order will be issued to the awarded bidder.
- 6) Bidders shall submit bids only on the Bid Pricing Forms provided herein, or exact copies thereof (See Attachment B – Bid Pricing Form). Failure to provide full and complete Bid Pricing Forms using the form provided herein will result in a bid being deemed non-responsive.
- 7) All bids must be signed by an authorized official of the bidder. Bids may be rejected for any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.
- 8) Do not submit alternate bids unless specifically called for on the Bid Pricing Forms.

EVALUATION AND AWARD

- 1) An award of a contract is subject to approval by the Human Resources Department.
- 2) PWC reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Bidder prior to award, and during the Service Agreement term, as PWC deems necessary to determine that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Service Agreement.
- 3) PWC reserves the right to request additional information from bidders to aid in the evaluation process. This information may include but is not limited to, financial statements, a reference list of contracts of similar size, etc.
- 4) PWC reserves the right to make a single award for all items or may award separate contracts to multiple bidders for various items to the lowest responsive, responsible bidder or bidders, taking into consideration product quality, performance to PWC, and conformity with the specifications in these bid documents. PWC may also consider, among other things, the Bidder's past performance conduct on other contracts, and other information as PWC deems necessary to assist in the evaluation of any bid.

- 5) The Service Agreement will be awarded for a period of six (6) months. PWC anticipates a project start date of March 2026. However, this timeline is contingent upon final budget approval. Should budget availability be delayed, the project start date may be adjusted to July 2026. Vendors should consider both potential timelines when developing their proposals and resource plans.

PERFORMANCE AND PAYMENT

- 1) Bid price shall constitute the total cost to PWC for complete performance in accordance with the requirements and scope of work herein, including all applicable charges handling, administrative, and other similar fees. The bidder shall not invoice for any amounts not specifically allowed for in this RFP. Complete **ATTACHMENT B: PRICING FORM** and include it in the bid.
- 2) Payment for equipment, material, supplies, etc. purchased pursuant to this bid shall be made by Public Works Commission approximately thirty days after the same has been delivered, inspected, approved and the invoice received in the PWC Accounts Payable Office, P.O. Box 1089, Fayetteville, North Carolina 28302.

ATTACHMENT A: SCOPE OF WORK

PROJECT SCOPE / BACKGROUND

The selected vendor will be tasked with analyzing up to 300 positions (both exempt and non-exempt), interviewing employees, reviewing and updating job descriptions, documenting physical demands, and ensuring compliance with the Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), and internal Functional Employment Testing (FET) requirements. Additionally, the vendor will be required to provide recommendations for improvements in career progression, pay structure, recruitment strategies for hard-to-fill roles, and a legally compliant, non-discriminatory classification and compensation system that addresses pay compression and supports organizational growth.

PWC recognizes the importance of maintaining accurate and up-to-date job classifications and compensation structures to support organizational effectiveness and compliance with federal and state regulations. Over time, evolving operational needs, legal requirements such as the Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), and the implementation of Functional Employment Testing (FET) have highlighted the necessity for a thorough review of all existing job titles. A comprehensive job analysis will ensure that job descriptions reflect current responsibilities, physical requirements, and qualifications, thereby supporting fair and equitable compensation practices, enhancing recruitment and retention efforts, and facilitating employee development. This initiative also aims to address any gaps or inconsistencies in job documentation, ensuring the workforce is well-aligned with PWC's strategic goals and regulatory obligations.

TASKS

The selected vendor will:

1. Conduct interviews and observe employees day-to-day work tasks in support of job analyses for each job, up to 300 jobs, both exempt and non-exempt.
2. Document physical demands through filming, weighing, and measuring tasks.
3. Review the accuracy of position titles and descriptions regarding the unique characteristics of the position, essential job functions, minimum qualifications, working conditions, licensing and certification requirements, physical requirements, on-call requirements and supervisory requirements.
4. Produce standardized job analysis reports.
5. Ensure all analyses are FLSA and ADA compliant and suitable for FET implementation.

DELIVERABLES

Job analysis reports per title.

1. Updated job descriptions to include knowledge, skills, abilities, education and experience requirements.
2. Summary of physical demands and essential functions.
3. Recommendations for career progression and role alignment.
4. Recommendations for salary pay structure/ranges.
5. Organization structure recommendations to include spans and layers analysis.

6. Skill gaps analysis.
7. Final recommendations and implementation plan, including impact of implementing the recommended adjustments to current salaries both immediately and in the future.
8. Recommend effective recruitment strategies for hard-to-fill and/or high turnover positions.
9. Recommend a classification/compensation and position evaluation system that adheres to the following:
10. Must meet all legal requirements, be totally non-discriminatory, and provide for compliance with all applicable federal, state, and local regulations.
11. Must be easy for management to administer, maintain, and legally defend.
12. Must easily accommodate organizational change and growth.
13. Must address pay compression.
14. Must be based upon sound compensation principles in which both internal and external equity are considered within the pay structure as well as the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
15. Must provide for new positions to be incorporated into the compensation plan as well as appropriate adjustments to maintain the compensation plan's effectiveness.
16. Provide implementation support and training as needed, inclusive of HRIS implementation.
17. Recommended data analytics that measure success.

FINAL REPORT

Upon completion of the study, the vendor will:

1. Prepare a written final report of recommendations, including a discussion of methods, techniques, and data used to develop the pay and classification plan.
2. Provide all survey results.
3. Prepare a report on the compensation system that compares the PWC and its relation to the market.
4. Prepare an analysis of the financial impact for various implementation dates of the new pay and classification plan and define funding issues.
5. Provide a procedure manual and training for Human Resources staff, enabling them to maintain the recommended classification and compensation plan.
6. Provide implementation support and training as needed.
7. Address questions/issues that may arise after implementation.

PROPOSAL CONDITIONS

Proposals must include the following information:

1. **Cover Letter** signed by an authorized individual who commits to the terms and conditions of the company's proposal.
2. **Executive Summary**, not to exceed two (2) pages. Include a description and history of the company, services provided, and explanation of how the proposed services/solution best fits PWC's needs.
3. **State any conflicts** of interest your firm, or any key individuals of the firm may have with the project or PWC.
4. **Statement of Qualifications** to demonstrate ability to meet RFP requirements:
 - a. Include a description of office location(s), organizational structure, number of years in business, and annual revenue.

- b. Demonstrate capacity to fully perform all scope requirements, including experience, reliability, staffing capacity, competent subcontractors, and financial stability.
 - c. Demonstrate understanding and experience of executing best practices related to document management program design and implementation.
 - d. Describe any experience with or knowledge of North Carolina legal requirements and/or regulations pertinent to municipal utilities.
 - e. Provide names, qualifications, and percentage of time commitment for staff or other resources that will be assigned to PWC for this project. PWC reserves the right to accept or reject any proposed assigned staff or subcontractor.
 - f. Provide resumes of project team members, to include subcontractors. Include time/experience with the Proposer.
 - g. Provide a total number of W2 fulltime, 1099 contract, subcontract, and any outsourced and offshore resources (Full-time/Contractors) for this project.
 - h. Provide an organizational chart to demonstrate how the project team fits within the larger organization.
 - i. Disclose any litigation you are currently involved in, or have been, within the past five (5) years in which the Proposer or your partners/subcontractors were a party.
 - j. Provide details of how and why your company will best serve the needs of PWC.
5. **References** Proposer shall include a total of five (5) References. This must include three (3) references from current clients and two (2) references from former clients. References must be comparable in size and nature to PWC (Public Power/Local Government References are preferred).
6. **Scope of Work** that includes a detailed account of how the Proposer will meet the requirements/scope of work outlined in the RFP.
7. **Price** that includes cost details for the proposed services. The proposer shall include pricing for their services. At a minimum, pricing should include an annual fee for services offered.

Bidder shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP, and identify the responsibilities to be assigned to each person the Bidder proposes to staff the work.

TECHNICAL APPROACH

Bidder's submittal shall include, a narrative, outline, and/or graph form the Bidder's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

ATTACHMENT B: BID PRICING FORM

Bidder Information:

Name of Company

Company Location

Phone Number

Email Address

**Is the company an N.C.
Certified HUB or DBE
Printed Name**

Title

Authorized Signature

Date

Bidders shall submit pricing exclusively on the Bid Pricing Forms provided in this RFP, or on exact copies thereof. The Bid Pricing Form must be fully completed and properly executed. Failure to provide a complete submission will result in the bid being deemed non-responsive. A fully completed Bid Pricing Form includes the bidder's company name, company location, and email address; the name and location of the manufacturer, if applicable; the bidder's NC HUB or DBE certification status (if applicable); and the printed name, title, signature, and signature date of an authorized company representative. Bidders must also acknowledge all issued addenda. All pricing must remain valid for a minimum of sixty (60) calendar days.

TOTAL BASE BID

\$ _____

The Bidder has received, acknowledged, and used the following addenda in completing the Bid. (Initial and Date as appropriate).

Addendum No. 1	Date _____
Addendum No. 2	Date _____
Addendum No. 3	Date _____
Addendum No. 4	Date _____
Addendum No. 5	Date _____
Addendum No. 6	Date _____

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

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

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

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

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

Signature

Title

Printed Name

Date

PWC at a Glance



Customers



- In operation since 1905
- Provides Electric, Water & Wastewater Services
- Total Customers: 121,886
- Number of Services: 274,101
 - Electric: 83,537
 - Water: 92,453
 - Wastewater: 92,100
 - Irrigation: 6,011
- Customers with 2+ services: 75%
- Annual Customer Turnover: 20-25%

Customer Service



- Annual Customer Contacts: 495,136
- Average Monthly Calls: 32,363
- Annual Bills Generated: 1.4 Million
- Customer Incentive Programs: 13
- Annual Water Leak Notifications: 20,363 (17.2 million gal)

Employees



- Number of Employees: 651
- Average Tenure of Employees: 10 years
- Average Age: 45
- Annual Turnover: 9.0%*
- Annual Hours Worked: 1.2 Million

*non retirement

Facilities



- Butler-Warner Generation Plant (268 MW)
 - Electric Service Area: 147 Sq. miles
- P.O. Hoffer Water Treatment Facility (39.5 MGD)
- Glenville Lake Water Treatment Facility (18.0 MGD)
 - Drinking Water Service Area: 116 Sq. miles
- Cross Creek Water Reclamation Facility (25 MGD)
- Rockfish Creek Water Reclamation Facility (21 MGD)
 - Wastewater Service Area: 109 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
- Solar Generation: 1 MW
- Battery Storage: 2 MW
- Annual MWH Sold: 1.9 million
- System Peak: 499 MW (Feb. 9, 2015)
- Reliability Rate: 99.99%
- Electric Distribution Substations: 32
- Distribution Lines: 1,360 miles
- Transmission Lines: 123 miles
- Streetlights/Area Lights: 37,853

Water/Wastewater Operations



- Population Served: 225,000
- Drinking Water Treated: 10.7 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: 2,825 miles
- Hydrants: 8,616
- Sanitary Sewer Lift Stations: 78
- Manholes: 34,002

Financial



- FY24 Annual Operating Budget: \$428.8 Million
- Total Assets: \$1.62 Billion
- Bond Rating: Aa2(Moody's), AA (Standard & Poor), AA (Fitch)
- Operations & Maintenance Expense per Customer: \$505 (\$557 National Median)
- Annual Cash Contributions to the City of Fayetteville in Lieu of Taxes: \$12.2 Million
- Annual Streetlight Services: \$3.9 Million
- Annual Annexation Construction Costs: \$4.8 Million
- Total Annual Contributions to the City of Fayetteville: \$25.4 Million

Visit www.faypwc.com to learn more about PWC



For the internal use of Fayetteville Public Works Commission only

Requester/Responsible Employee:

Project Title:

Contract Number:

(Assigned by Procurement)

Bid Number (if applicable)

(Assigned by Procurement)

Account String (w/Budget Code):

(for project funding)

Not to Exceed Amount:

Completion or Termination Date:

Work Scope/Purpose:

Notes: (1) This Service Agreement 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 at the rates 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 to the contrary, 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: _____

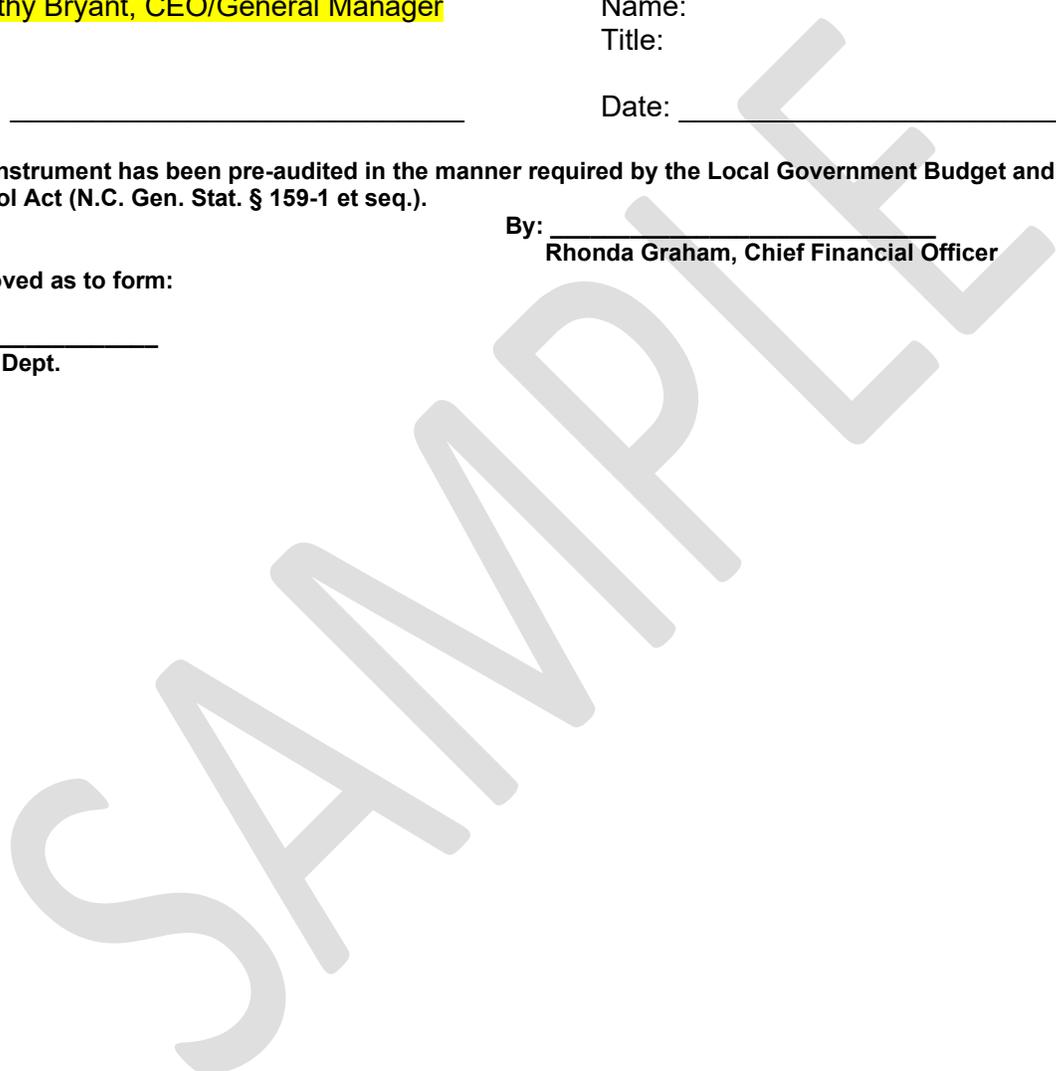
Date: _____

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 Graham, Chief Financial Officer

Approved as to form:

Legal Dept.



SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

FAYETTEVILLE PUBLIC WORKS COMMISSION

SDBE COMPLIANCE PROVISIONS

APPLICATION:

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

Fayetteville Public Works Commission
Economic Impact Program
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>

SDBE 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 SDBE 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.¹

Note: 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 SDBE 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 SDBE/Local Participation Form

SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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 (N.C.G.S.) 143-134.1 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 SDBE subcontractor before final payment is processed.

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

Contractor

Signature

Printed Name

Title

Date

SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Affidavit A: Listing of the Good Faith Efforts

Affidavit of _____
 (Name of Bidder)

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

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

In accordance with PWC's SDBE Program Plan, 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 SDBE 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 _____

SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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 the 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 _____

SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Affidavit C: Percentage of SDBE 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 Small Disadvantaged Business Enterprises (SDBE). SDBEs 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>*SDBE/Certifying Agency</u>	<u>NAICS</u>	<u>Dollar Value</u>	<u>% of Contract</u>

*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D), Small (S)
 *Certifying Agencies: NC DOA (HUB), NC DOT (DBE), U.S. SBA

SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Pursuant to NCGS 143-128.2(d), the undersigned will enter into a formal agreement with SDBEs 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 _____

SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Affidavit D: Good Faith Efforts

If the 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>*SDBE/ Certifying Agency</u>	<u>NAICS</u>	<u>Dollar Value</u>

*SDBE 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 SDBEs. Each solicitation may include a specific description of the work to be subcontracted, the location where bid documents can be reviewed, the representative of the Prime Bidder to contact, and the 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 an SDBE 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 SDBE, 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 SDBEs.
- h. Letter detailing reasons for rejection of an SDBE due to lack of qualification.
- i. Letter documenting proposed assistance offered to SDBEs 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.

Failure to provide the documentation 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 _____

SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Affidavit E: Identification of SDBE/Local Participation

_____ (Name of Bidder)

I hereby certify that on contract: _____

(Name of Project)

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

<u>Name, Address, & Phone No.</u>	<u>*SDBE/Certifying Agency</u>	<u>NAICS</u>	<u>Dollar Value</u>

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

*Certifying Agencies: NC DOA (HUB), NC DOT (DBE), U.S. SBA

The total value of SDBE/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 _____

SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

If a SDBE 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 SDBE Policy if soliciting a replacement or additional subcontractor.

For SDBE Change Request, please provide all information below:

Prime Contractor: _____

Subcontracted Work: _____

Previous Subcontractor: _____

Reason this for change request:

New Subcontractor: _____ SDBE Category: _____

To Add SDBE 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 an SDBE must be documented, as the original SDBE instructions indicate. Please provide all good faith efforts below showing all the SDBE 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 SDBE 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	SDBE/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 _____

ATTACHMENT G: SDBE, SLS, AND LOCAL DISCLOSURE FORM

SMALL AND DISADVANTAGED BUSINESS (SDBE), SMALL LOCAL SUPPLIER (SLS), AND LOCAL BUSINESS DISCLOSURE FORM

Prime Contractor: _____
 Address & Phone: _____
 Project: _____
 Name: _____
 Pay Application # _____

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

Firm Name	SDBE, SLS, or Local	Construction Trade or Supplies	Payment Amount
<i>Ex. ABC Company</i>	<i>SDBE – NC HUB M</i>	<i>Hauling</i>	<i>\$25,000.00</i>
<i>Ex. DEF Enterprise</i>	<i>SLS – PWC</i>	<i>Paint</i>	<i>\$600.00</i>
<i>Ex. GHI Incorporated</i>	<i>Local – Fayetteville</i>	<i>Tire Repair</i>	<i>\$2,000.00</i>

 Signature

 Printed Name

 Title

 Date

ATTACHMENT H: BID SUBMITTAL CHECKLIST

To ensure your bid is considered for evaluation and potential award, the following forms and required information must be submitted in full. Each item on this checklist must be completed and provided with your bid response. Failure to submit any required documentation or information may result in disqualification. Please carefully review the checklist to confirm all required materials are included before submitting your bid.

- 1. Bid Emailed Before the Due Date (Submission Instructions paragraph 5)
- 2. Attachment A Drawings, Descriptive Literature, Deviations, etc. (completed and provided)
- 3. Attachment B Company Name, Company Location, Phone Number, and Email Address (completed and signed)
- 4. Attachment B Manufacturer Name and Location (provided)
- 5. Attachment B NC HUB or NC DBE classification, if applicable (provided)
- 6. Attachment B Printed Name, Title, Signature, and Signature Date (provided)
- 7. Attachment B Part Number & Lead Time (provided)
- 8. Attachment B Unit Price & Extended Price (provided)
- 9. Attachment B Addenda Acknowledgement (initialed and dated)
- 10. Attachment C (completed and signed) or Explanation (provided)
- 11. Attachment F MWDBE Affidavits A or B, & E (completed and notarized)
- 12. Attachment G Prime/Sub Supplier Disclosure Form (completed)