



REQUEST FOR BID

PWC2627015

HYDROGEN SULFIDE CONTROL PROGRAM

Date of Issue: September 11, 2026

Bid Due Date: October 13, 2026

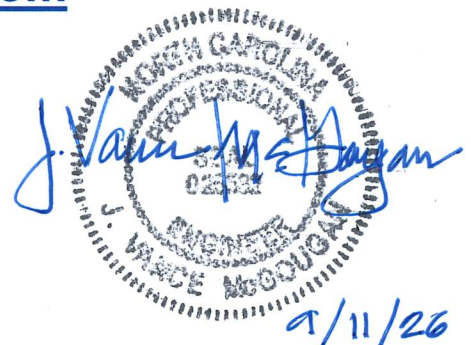
4:00 p.m.

Direct all inquiries concerning this RFB to:

Shelby Lesane

Procurement Advisor II

procurement@faypwc.com



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**ADVERTISEMENT FOR BID
FAYETTEVILLE PUBLIC WORKS COMMISSION
HYDROGEN SULFIDE CONTROL PROGRAM**

**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 Tuesday, October 13, 2026**, for the **HYDROGEN SULFIDE CONTROL PROGRAM**.

The purpose of this request is to solicit proposals from qualified contractors to provide “turnkey services” that shall include all labor, equipment, materials, and chemical products required to control hydrogen sulfide odor and corrosion in the wastewater collection systems in accordance with the below specifications. This is a joint bid incorporating the requirements of the Public Works Commission (PWC) and the County of Cumberland (County), with PWC acting as the lead agency. The successful Contractor will be awarded separate contracts by PWC and the County for the specific requirements of each entity. PWC and the County will establish a point of contact with the Contractor and will issue separate purchase orders and requests for services and/or work.

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, Prime/Sub 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 RFB. 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 **Shelby Lesane**, at procurement@faypwc.com no later than **5:00 p.m., EST Tuesday, September 29, 2026**, 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 **RFB: PWC2627015 – HYDROGEN SULFIDE CONTROL PROGRAM**

Fayetteville Public Works Commission 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.

FAYETTEVILLE PUBLIC WORKS COMMISSION

PWC2627015 – HYDROGEN SULFIDE CONTROL PROGRAM

Nikole Bohannon
Procurement Manager

**INSTRUCTIONS TO BIDDERS
FAYETTEVILLE PUBLIC WORKS COMMISSION
HYDROGEN SULFIDE CONTROL PROGRAM**

PURPOSE AND BACKGROUND

The purpose of this request is to solicit proposals from qualified contractors to provide “turnkey services” that shall include all labor, equipment, materials, and chemical products required to control hydrogen sulfide odor and corrosion in the wastewater collection systems in accordance with the below specifications. This is a joint bid incorporating the requirements of the Public Works Commission (PWC) and the County of Cumberland (County), with PWC acting as the lead agency. The successful Contractor will be awarded separate contracts by PWC and the County for the specific requirements of each entity. PWC and the County will establish a point of contact with the Contractor and will issue separate purchase orders and requests for services and/or work.

OBJECTIVE OF THE REQUEST

It is the intent of this bid request to obtain pricing for **HYDROGEN SULFIDE CONTROL PROGRAM** within the detailed scope of work section of this Request for Bid (RFB). You are requested to submit your bid on the enclosed Bid Pricing Form.

RFB SCHEDULE

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

Action	Responsibility	Date/Time
Optional Hybrid Pre-Bid Meeting	PWC/Bidders	September 24, 2026, at 10:00 am
Submit Written Questions	Bidders	September 29, 2026, at 5:00 pm
Provide Response to Questions	PWC	October 1, 2026, at 5:00 pm
Product Samples	Bidders	October 7, 2026, at 5:00 pm
Submit RFB	Bidders	October 13, 2026, at 4:00 pm
Award RFB Target Draft	PWC	October 2026
Service Agreement Target Start Date	PWC & Bidder	October 2026

OPTIONAL HYBRID PRE-BID MEETING

Instructions: It is Optional for each bidder representative to attend a pre-bid meeting. Bidders should refer to the RFB Schedule for the confirmed date and time of the meeting. Attendees must arrive promptly at the designated time at Fayetteville Public Works Commission, 955 Old Wilmington Road, Fayetteville NC, 28301, Conference Room 107 or to attend virtual bidders must email Shelby Lesane at procurement@faypwc.com by the date and time specified in the IFB Schedule to receive an invitation to the virtual pre-bid meeting. The subject line must read: “IFB PWC2627015– Pre-Bid Meeting.”. All attendees must sign in upon arrival, clearly indicating the prospective Bidder represented on the sign-in sheet.

The purpose of this meeting is for prospective bidders to familiarize themselves with conditions and requirements that may affect the work outlined in this Request for Bid. Bidders are expected to remain for the entire pre-bid meeting. No allowances will be made for conditions that could have been identified during the visit.

Bidders should note that any information shared during the pre-bid meeting—other than observations of the physical aspects of the facility—must be confirmed by a written addendum to be considered part of the official RFB.

QUESTIONS

Written questions shall be e-mailed to procurement@faypwc.com by the date and time specified in the RFB schedule. Bidders will enter “**RFB PWC2627015 – Questions**” as the subject of the email.

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

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

REFERENCES

Bidders are encouraged to provide up to three (3) references where the company has supplied equipment or services within the energy and power generation industry when the model or equipment differs from that noted in the Scope of Work (Attachment A) or Bid Pricing Form (Attachment B). PWC may contact these references to assess whether the bidder’s performance was satisfactory and aligned with industry standards. The information obtained may be considered in the evaluation of the bid. If PWC is listed as a reference, it may be included as one of the three (3) optional references.

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

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 Economic Impact Disclosure form included in Attachment H with their bid submittal.

Bidders are encouraged to document any subcontracting and supplier utilization 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 RFB. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the requirements of

the RFB. Emphasis should be on completeness and clarity of content. If the bid includes any comment over and above the specific information requested in the RFB, the bidder should include this information as a separate appendix to its bid. Bids that include clarifications or modifications to any of the RFB's contractual requirements, or a bidder's standard terms and conditions, may be deemed non-responsive and not considered for award at PWC's discretion.

- 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 RFB. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration. PWC reserves the right to accept or reject any 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 **RFB: PWC2627015 – HYDROGEN SULFIDE CONTROL PROGRAM**. 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.

QUANTITIES AND PRICING

- 1) Quantities specified herein are estimates only. Actual quantities required to maintain odor and

corrosion may be more or less than the quantities stated. PWC nor the County will accept any price increase related to the use of a quantity that is less than the estimated amount. listed are estimates ONLY based on historical usage. PWC does not guarantee a minimum or maximum quantity to be purchased.

- 2) **All bidders are advised to include all costs incurred by the bidder in delivering the PWC2627015 – HYDROGEN SULFIDE CONTROL PROGRAM to the PWC.**

EVALUATION AND AWARD

- 1) An award of a contract is subject to approval by the Water Resources Engineering 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) PWC personnel will place orders via email, on an as-needed basis throughout the life of the Service Agreement. Bidder shall confirm receipt of each order by e-mail stating the product ordered, quantity ordered, 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 November 1, 2026. The Service Agreement may be extended for up to two (2) additional one (1) year periods, subject to mutual consent of both parties. The total duration of the agreement shall not exceed three (3) years.
- 7) It is the intent of PWC that all pricing remains firm for the initial one (1) year contract period and bidders shall take this into account when submitting their bids. In the event the Service Agreement is extended for an additional period, the bidder may request a price increase. Justification for any increase must be based on the prevailing market index or detailed data showing the basis for, and the amount of the proposed increase, not to exceed 3.00% whichever is lower. PWC reserves the right to accept or reject any request for an increase. Such action by PWC shall occur not later than 30 days after receipt by PWC of a properly documented request.

PERFORMANCE AND PAYMENT

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

TRANSITION ASSISTANCE

- 1) If a PWC Service Agreement results from this solicitation, and said Agreement is not renewed at the end of the then current term or is terminated prior to its expiration for any reason, at the option of PWC, Bidder shall provide transition assistance to PWC for up to six (6) months following termination or expiration of the Agreement to allow for the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to PWC or its designees. If PWC exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Agreement (notwithstanding this expiration or cancellation), except for those Agreement terms or conditions that do not reasonably apply to such transition assistance. PWC shall agree to pay the Bidder for any resources utilized in performing such transition assistance at the most current rates provided by the Bidder for performance of the Services or other resources utilized. Upon request of PWC, Bidder agrees to deliver an amendment to the Agreement in form and substance reasonably acceptable to the parties memorializing the extension of the term as contemplated above.

ATTACHMENT A: DETAILED SPECIFICATIONS

SCOPE: The purpose of this request is to solicit proposals from qualified contractors to provide “turnkey services” that shall include all labor, equipment, materials, and chemical products required to control hydrogen sulfide odor and corrosion in the wastewater collection systems in accordance with the below specifications. This is a joint bid incorporating the requirements of the Public Works Commission (PWC) and the County of Cumberland (County), with PWC acting as the lead agency. The successful Contractor will be awarded separate contracts by PWC and the County for the specific requirements of each entity. PWC and the County will establish a point of contact with the Contractor and will issue separate purchase orders and requests for services and/or work.

PRIMARY OBJECTIVES OF THE HYDROGEN SULFIDE CONTROL PROGRAM: The primary objectives of the Hydrogen Sulfide Control Program are to minimize odor complaints from citizens and protect the PWC’s and Cumberland County’s wastewater infrastructure from corrosion. The technology to be provided by the Contractor shall be a system proven to control odors and maintain the hydrogen sulfide gas levels specified for the control/monitoring points outlined in the “Performance Requirements Table.”

SUMMARY OF THE WORK: The successful Contractor shall provide all labor, equipment, and materials necessary to supply and manage the use of nitrate solution and iron salt solution required for control of hydrogen sulfide odor and corrosion in various wastewater collection systems owned by PWC and Cumberland County. The Contractor shall provide adequate personnel to effectively operate and maintain the chemical feed, chemical storage, pumping, piping, sampling, and electrical systems provided. All materials and equipment shall be kept in good working order and properly maintained throughout the Agreement period.

CHEMICAL PRODUCT REQUIREMENTS: Chemical products provided for hydrogen sulfide control shall not be derived from the waste product of metal surface treatment (pickling), nor shall they exceed an elemental zinc concentration of greater than seventy-five (75) parts per million (mg/l).

MATERIAL SAFETY DATA SHEET (MSDS): Bidder shall include a copy of the current MSDS for the products to be used in the performance of this contract. Failure to include a current MSDS may constitute grounds for disqualification of the bid.

PRODUCT SAMPLES: Bidder shall provide a one (1) liter sample of the proposed products to be used. PWC and the County reserve the right to test and evaluate these products for specific gravity, nitrate oxygen, and soluble ferrous iron concentrations per gallon to verify compliance with the Bidder’s proposal.

The product sample shall be delivered to Water/Wastewater Facilities Maintenance, 1099 Public Works Drive, Fayetteville, North Carolina 28301, Attention: Thomas Urbanek, between the hours of 1:00 p.m. and 5:00 p.m., October 7, 2026 for the bidder’s proposal to be considered. PWC and the County reserve the right to disqualify bidder for failure to provide the sample in accordance with these requirements.

ESTIMATED QUANTITIES: The estimated quantities for chemical feed are annual and based on historical usage. A total of thirteen (13) chemical feed sites, all of which are existing

PWC2627015 – HYDROGEN SULFIDE CONTROL PROGRAM

wastewater lift stations owned and operated by PWC or Cumberland County, are presently being utilized for the application of chemicals. Eight (8) sites are for nitrate solution application and five (5) are for iron salt solution application. The annual quantity of nitrate oxygen (NO₃) required under this contract is estimated at 583,800 pounds. The annual quantity of soluble ferrous iron (Fe) required under this contract is estimated at 142,700 pounds. These annual quantities are estimates only. The PWC nor Cumberland County guarantee these quantities.

The chemical feed sites to be included under this contract are as follows:

Chemical Feed Site	Estimated Pounds of Nitrate Oxygen (Annual)	Estimated Pounds of Soluble Ferrous Iron (Annual)
Lift Station #9 - Deep Creek	106,700	
Lift Station #11 - Neal Street	22,400	
Lift Station #14 - Baywood		34,500
Lift Station #48 - North Fayetteville		52,400
Lift Station #65 - Locks Creek		15,400
Lift Station #71 - Calico	53,000	
Lift Station #75 - Carol Street	104,800	
Lift Station #83 - Colt Crossing	31,100	
Lift Station #85 - Peartree Estates	34,200	
Lift Station #88 - Eastover #2		29,500
Lift Station #95 - Camden Woods	104,900	
*Lift Station #90 - Wade #2	108,500	
*Lift Station #92 - Town of Falcon		16,700
Totals	565,600	148,500

** Cumberland County Site*

HYDROGEN SULFIDE MANAGEMENT AND PERFORMANCE STANDARDS: The successful Contractor shall be required to provide the appropriate product, personnel, equipment, and materials to maintain the contract in accordance with the following:

1. GENERAL

- 1.1. The Contractor shall provide tanks, pumps, installation, and related equipment for application of the hydrogen sulfide control product. The PWC and Cumberland County shall provide a 120V, 15a duplex outlet at each site. The Contractor will be given access to all sites as needed to operate and maintain the systems provided and to perform sampling and monitoring services.
- 1.2. The Contractor shall provide adequate personnel to effectively operate and maintain the chemical feed, chemical storage, pumping, piping, sampling, and electrical systems provided. This includes, but is not limited to, filling the chemical storage tanks and

providing preventative maintenance on all mechanical and electrical equipment as needed. The equipment shall be kept in good working order and properly maintained throughout the Agreement period.

- 1.3. The Contractor shall allow for ample storage of the chemical at the site of each station so that the chemical will not be depleted at any time. Storage tanks shall have a visible means of measuring the volume in the tank to allow usage to be observed and verified if deemed appropriate by PWC and Cumberland County personnel.

2. SERVICE TRANSITION / SYSTEM STARTUPS

- 2.1. If necessary, the Contractor to whom the Hydrogen Sulfide Control program services are awarded shall coordinate with the PWC and the existing program provider to transition services in an efficient and timely manner. Once existing tanks, pumps and equipment are removed from an existing Chemical Feed Site, and the site is deemed vacated by the current provider and PWC, the Contractor shall have thirty (30) consecutive calendar days to install their tanks, pumps, and equipment required for the application of the particular chemical designated for that site and to confirm the activated system is operating properly. The Contractor shall provide sufficient services to optimize chemical treatment and achieve the performance requirements of this Agreement. The Contractor shall then demonstrate for a thirty (30) consecutive calendar day period that the odor and corrosion control chemical can control hydrogen sulfide at or below the levels outlined in the Monitoring and Performance Table.
- 2.2. As outlined in paragraph 2.1 above, a total startup period of 60 days from the date a particular Chemical Feed Site is deemed vacated by the previous vendor will be allowed for the Contractor to bring the wastewater stream being treated into compliance. During this period, the Contractor shall meet the terms and conditions of the compliance measurements defined in the "Monitoring and Performance" Table. It is understood that there will be 24-hour monitoring of equipment and chemicals utilized during the demonstration periods and the PWC does recognize that there may be excursions from acceptable limits during a startup period while chemical feed rates are being adjusted to optimize the performance of the system. All excursions shall be clearly documented and discussed with PWC.

3. PERFORMANCE REQUIREMENTS: The following is a summary of performance requirements to be maintained under this Agreement:

- 3.1. Meet all odor and corrosion control goals as directed by the PWC and Cumberland County. Respond to and resolve any odor complaint in a timely manner during operational months as directed. Eliminate odor complaints from the citizens during operations months.
- 3.2. The Contractor shall maintain optimized control at all times of the day and shall consider changes in flow patterns on weekends, holidays, and seasonal changes.
- 3.3. Historically, achieving the hydrogen sulfide levels at the locations listed in the Monitoring and Performance Table has kept odor complaints to a minimum. However, the PWC cannot guarantee that maintaining these levels will continue to keep odor complaints to

a minimum due to the potential of population changes, changes in wastewater composition or characteristics in the collection system.

4. MONITORING PERFORMANCE

- 4.1. It is the sole responsibility of the Contractor to provide portable remote monitoring as required for accurately monitoring the system to detect any system performance issues. The monitoring system shall include, but not be limited to, hydrogen sulfide gas monitoring at control points defined herein. Atmospheric sulfides shall be measured by the Contractor continuously in parts per million. Measurements shall be logged digitally on a hydrogen sulfide monitoring data logger with a logging interval of no greater than 5 minutes. Use of devices that store locally or transmit via cellular radio are allowed. Contractor is responsible for all maintenance, costs, and data retrieval of the monitoring data.

5. ODOR AND CORROSION TESTING

- 5.1. Contractor shall perform sulfide testing in solution weekly. Sampling shall be at appropriate points in the wastewater collection system downstream from each chemical feed site. Contractor shall provide, at a minimum, quarterly gas studies.
- 5.2. Contractor shall maintain a written record of all site visits, pump status/changes, and observations. The PWC and / or Cumberland County shall be notified within 24 hours of any observations deemed to be out of the ordinary.
- 5.3. Contractor shall provide a monthly written report to PWC and Cumberland County of all activity for each of their respective chemical feed sites. This report shall be submitted no later than the tenth (10th) of the following month and shall include the following:
 - 5.4. Monitoring/trend data for three twenty-four (24) hour periods each week.
 - 5.5. Monthly averages shall be <10 ppm H₂S.
6. Contractor shall provide twenty-four (24) hour response to equipment failures.
7. Contractor shall respond within two (2) hours on a 24-hour, 7 day per week basis to evaluate complaints of odors or other problems from PWC and / or Cumberland County.
8. Contractor shall provide PWC and Cumberland County with name and contact information, to include phone number and e-mail address, for at least two (2) people.
9. Contractor shall make recommendations to PWC and Cumberland County regarding optimization of treatment and control.
10. Upon request, Contractor shall be required to furnish a sample of the product to a laboratory designated by PWC and / or Cumberland County for a certified chemical analysis. The findings of the designated laboratory shall be final and binding on all people. No samples are to be submitted unless requested. PWC and Cumberland

County reserve the right to randomly test products for appropriate Nitrate Oxygen or Ferrous Iron content. The product strength shall be, at a minimum, the strength listed on the Contractor's bid. If the product is found to be non-compliant with the strength listed by the Contractor, the Contractor shall have five (5) working days to correct the deficiency and submit a follow-up sample for testing. If the follow-up sample is found to be deficient, PWC and / or Cumberland County reserves the right to terminate the contract immediately.

11. PWC and Cumberland County reserve the right to terminate this contract should the Contractor fail to comply with the specifications prescribed herein and/or promptly correct any deficiency of which they have been notified.

MONITORING AND PERFORMANCE TABLE							
CHEMICAL FEED SITE					MONITORING POINT		
Location	Address	Injection Point	Average Daily Flow (GPD)	Force Main Dia. (in.) / Length (ft.)	Location	Address	Average Atmospheric Sulfides (ppmv)
Lift Station #9 - Deep Creek	102 Dunn Rd.	Wet Well	226,000	12-inch / 5,806 feet	FM Discharge @ SMH007909	315 Old Wilmington Road	< 10
Lift Station #11 - Neal Street	325 Neal St.	Wet Well	140,000	8-inch / 3,274-feet	FM Discharge @ SMH016103	112 Deep Creek Road	< 10
Lift Station #14 - Baywood	873 Three Wood Dr.	Wet Well	108,000	8-inch / 24,140 feet	FM Discharge @ SMH026726	2535 Downing Road	< 10
Lift Station #48 - North Fayetteville	7094 Zepher Rd.	Wet Well	1,504,000	24-inch / 29,915 feet	FM Discharge @ SMH017100	445 Cape Fear River Trail	< 10
Lift Station #63 - Locks Creek	300 Samuel St.	Wet Well	95,000	16-inch / 7,176 feet	FM Discharge @ SMH008596	2509 Downing Road	< 10
Lift Station #70 - Calico	4562 Calico St.	Wet Well	295,000	12-inch / 60-feet	FM Discharge @ SMH027771	4562 Calico Street	< 10
Lift Station #75 - Carol Street	445 Carol St.	Wet Well	168,000	10-inch / 28,567 feet	FM Discharge @ SMH008028	4644 Clinton Road	< 10
Lift Station #83 - Colt Crossing	5191 Clinton Road (Stedman)	Wet Well	5,000	6-inch / 6,199 feet	FM Discharge @ SMH008028	4644 Clinton Road	< 10
Lift Station #85 - Peartree Estates	4130 Redspire Ln.	Wet Well	46,000	6-inch / 3,526 feet	FM Discharge @ SMH027401	7409 Camden Road	< 10
Lift Station #88 - Eastover #2	3395 Dunn Rd. (Eastover)	Wet Well	169,000	12-inch / 19,726 feet	FM Discharge @ SMH007620	0 Birchmere Way	< 10
Lift Station #95 - Camden Woods	4136 Newgate St.	Wet Well	134,000	12-inch / 5,780 feet	FM Discharge @ SMH020171	7403 Rockfish Road	< 10
*Lift Station #90 - Wade #2	6568 Main St. (Wade)	Wet Well	100,000	10-inch / 17,982 feet	FM Discharge @ SMH026825	3348 Buckley Drive (Eastovover)	< 10
*Lift Station #92 - Town of Falcon	6820 Lucal St. (Falcon)	Wet Well	60,000	8-inch / 35,486 feet	FM Discharge @ SMH028065	7226 Main Street (Wade)	< 10

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 RFB, 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.

Pricing Sheet

Chemical #1

Item 1: Name/Description of Proposed Product_____

Item 2: Specific Gravity_____

Item 3: Freezing Point_____

Item 4: Pounds of Nitrate Oxygen (NO₃) per gallon _____

Item 5: Number of Gallons required to provide 565,600 lbs. of Nitrate Oxygen (NO₃)

Item 6: Price per gallon of Hydrogen Sulfide Product _____

(Note: Price shall include all labor, materials, and equipment necessary to provide the services requested to include, but not be limited to, furnishing of product, operation and maintenance of dosing systems, product inventory management, and monitoring.)

_____ Gallons X \$ _____ per gallon = \$ _____

Item 5

Item 6

Chemical #1 Bid Price

Chemical #2

Item 7: Name/Description of Proposed Product _____

Item 8: Specific Gravity _____

Item 9: Freezing Point _____

Item 10: Pounds of Soluble Ferrous Iron per gallon _____

Item 11: Number of Gallons required to provide 148,500 lbs. of Soluble Ferrous Iron

(Fe) _____

Item 12: Price per gallon of Hydrogen Sulfide Product

(Note: Price shall include all labor, materials, and equipment necessary to provide the services requested to include, but not be limited to, furnishing of product, operation and maintenance of dosing systems, product inventory management, and monitoring.)

_____ Gallons X \$ _____ per gallon = \$ _____

Item 11

Item 12

Chemical #2 Bid Price

TOTAL BID (Chemical #1 Bid Price + Chemical #2 Bid Price): \$ _____

Addendum No. 1	Date _____
Addendum No. 2	Date _____
Addendum No. 3	Date _____
Addendum No. 4	Date _____
Addendum No. 5	Date _____
Addendum No. 6	Date _____
Addendum No. 7	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 to more than 250,000 people
- Total Customers: 123,017
- Number of Services: 275,382
 - Electric: 83,918
 - Water: 98,439
 - Wastewater: 93,004
 - Irrigation: 6,426
- Customers with 2+ services: 75%

Customer Service



- Annual Customer Contacts: 443,258
- Average Monthly Calls: 33,657
- Annual Bills Generated: 1.5 Million
- Customer Incentive Programs: 14
- Annual Water Leak Notifications: 20,772 (24 million gal)

Employees



- Number of Employees: 690
- Average Tenure of Employees: 10 years
- Average Age: 45
- Annual Turnover: 6.0%*
- Annual Hours Worked: 1.3 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: 265 MW
- Annual MWH Sold: 2 million
- System Peak: 499 MW (Feb. 20, 2015)
- Solar Generation Capacity: 2.9 MW
- Annual Solar Generation: 1,454,371 KWH
- Battery Storage: 2 MW
- Electric Distribution Substations: 32
- Distribution Lines: 1,364 miles
- Transmission Lines: 123 miles
- Streetlights/Area Lights: 38,023

Water/Wastewater Operations



- Population Served: 225,000+
- Drinking Water Treated: 10.645 Billion Gallons/Year
- 100% Compliant for all EPA Drinking Water Standards
- Daily Water Treatment Capacity: 50 MG/Day
- Daily Wastewater Treatment Capacity: 46 MG/Day
- Water/Wastewater Infrastructure: 2,979 miles
- Hydrants: 8,780
- Sanitary Sewer Lift Stations: 79
- Manholes: 34,430

Financial



- FY24 Annual Operating Budget: \$450 Million
- Total Assets: \$1.89 Billion
- Bond Rating: Aa2(Moody's), AA (Standard & Poor's), AA (Fitch)
- Operations & Maintenance Expense per Customer: \$570 (\$618 National Median)
- Annual Cash Contributions to the City of Fayetteville in Lieu of Taxes: \$12.06 Million
- Annual Streetlight Services: \$4.14 Million
- Annual Annexation Construction Costs: \$8.49 Million
- Total Value of Annual Contributions to the City of Fayetteville: \$30.81 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) Intentionally Omitted.
- (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.

ATTACHMENT F: FORM OF EXCEPTIONS – SCOPE OF WORK

BIDDER: _____

INSTRUCTIONS: The following is a list of exceptions to the Scope of Work pertaining to the project. Bidders shall identify each exception by page and paragraph number on this form. The omission of exceptions shall be interpreted as the bidder's confirmation of full compliance with the Scope of Work.

PAGE NO. AND PARAGRAPH	EXCEPTION/VARIATION

If, in submitting this bid, the bidder has made any exceptions to bid documents, the bidder understands that PWC will evaluate the effect of such exceptions or variations in determining responsiveness and award eligibility. Material exceptions or variations will not be considered and may result in the bid being deemed nonresponsive.

ATTACHMENT G: FORM OF EXCEPTIONS – SERVICE AGREEMENT

BIDDER: _____

INSTRUCTIONS: The following is a list of exceptions to the Service Agreement pertaining to the. Bidders shall identify each exception by page and paragraph number on this form. The omission of exceptions shall be interpreted as the bidder's confirmation of full compliance with the Service Agreement.

PAGE NO. AND PARAGRAPH	EXCEPTION/VARIATION

If, in submitting this bid, the bidder has made any exceptions to bid documents, the bidder understands that PWC will evaluate the effect of such exceptions or variations in determining responsiveness and award eligibility. Material exceptions or variations will not be considered and may result in the bid being deemed nonresponsive.

ATTACHMENT H: ECONOMIC IMPACT DISCLOSURE FORM

Company Name: _____
Address & Phone: _____
Project: _____
Name: _____
Pay Application # _____

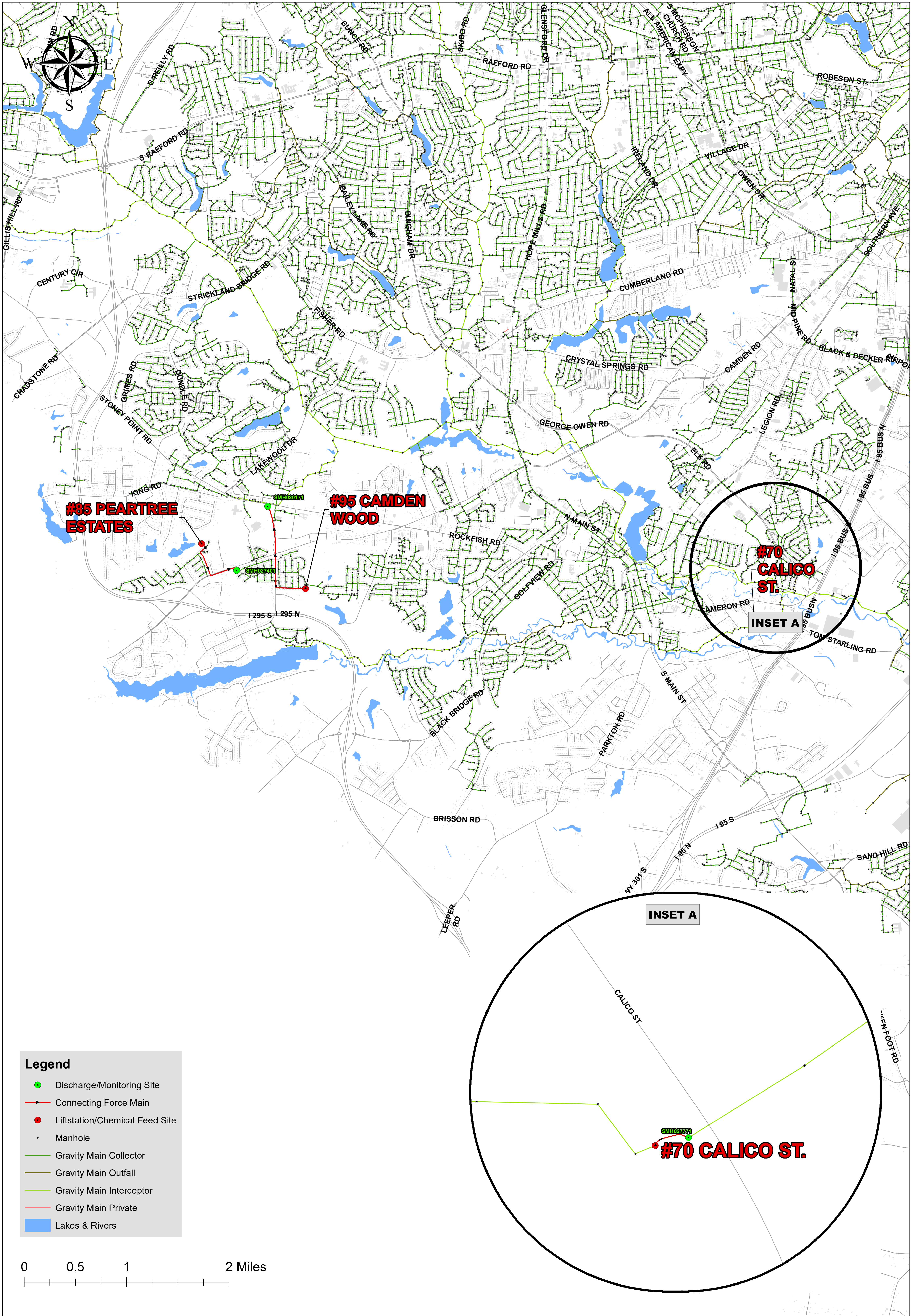
Please provide the names of any local suppliers or subcontractors anticipated to be used on this project. For purposes of this requirement, "local" refers to firms located within the Fayetteville Metropolitan Statistical Area (MSA), which includes Cumberland, Hoke, and Harnett Counties. This form must 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>Local – MSA</i>	<i>Hauling</i>	<i>\$25,000.00</i>

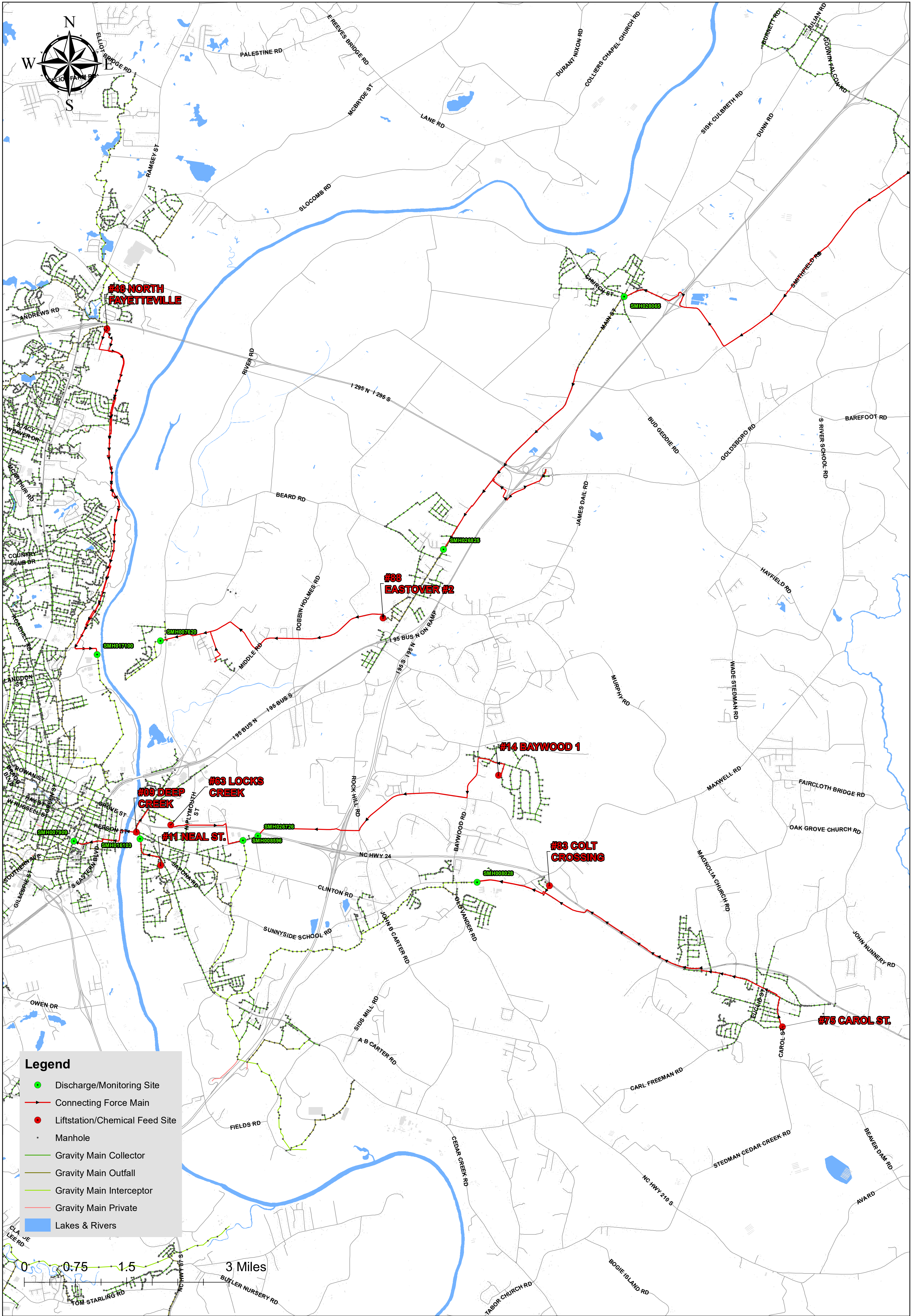
Signature

_____, _____
Printed Name Title

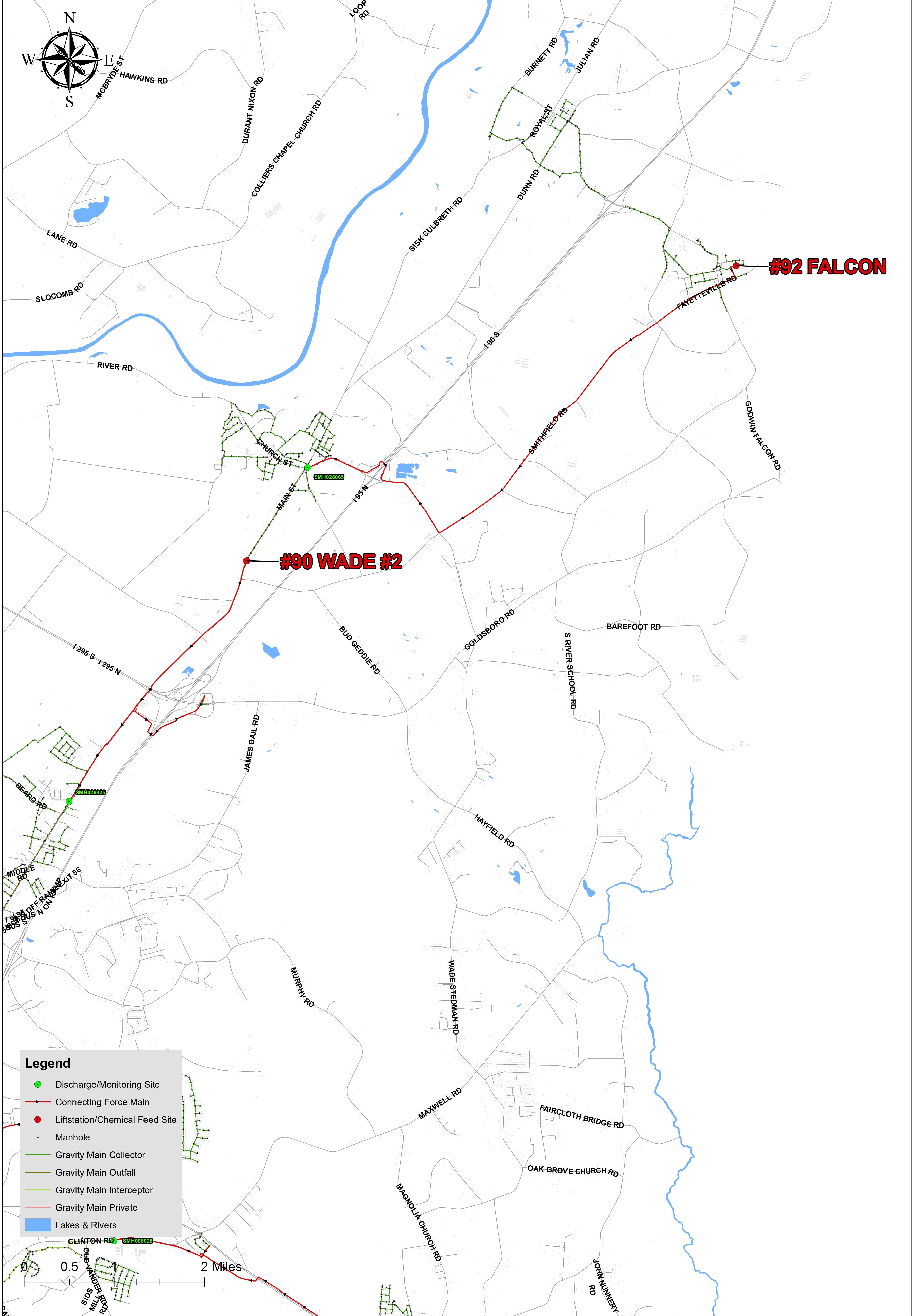
Date



PWC H2S CONTROL PROGRAM



PWC H2S CONTROL PROGRAM



PWC H2S CONTROL PROGRAM

ATTACHMENT J: 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: Scope of Work Response (completed and provided), including:
 - a. Project Scope narrative (if required)
 - b. Tasks/Deliverables with timeline (if required)
 - c. Project Organization (if required)
 - d. Technical Approach (if required)
 - e. Responses to Questions to Bidder (if applicable)
- ☐ 3. Attachment B Company Name, Company Location, Phone Number, and Email Address (completed and signed)
- ☐ 4. Attachment B NC HUB or NC DBE classification, if applicable (provided)
- ☐ 5. Attachment B Printed Name, Title, Signature, and Signature Date (provided)
- ☐ 6. Attachment B Price (provided)
- ☐ 7. Attachment B Addenda Acknowledgement (initialed and dated)
- ☐ 8. Attachment C (completed and signed) or Explanation (provided)
- ☐ 9. Attachment F Form of Exceptions – Scope of Work (completed and provided, if applicable)
- ☐ 10. Attachment G Form of Exceptions – Service Agreement (completed and provided, if applicable)
- ☐ 11. Attachment H Economic Impact Disclosure Form (completed)