



**REQUEST FOR BID**

**PWC2324024**

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

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

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

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

## Contents

<b>ADVERTISEMENT FOR BID</b> .....	3
<b>INSTRUCTIONS TO BIDDERS</b> .....	4
<b>OBJECTIVE OF THE REQUEST</b> .....	4
<b>RFB SCHEDULE</b> .....	4
<b>QUESTIONS</b> .....	4
<b>MINORITY, WOMEN, DISADVANTAGED BUSINESS ENTERPRISE (MWD BE) PROGRAM / SMALL LOCAL SUPPLIER (SLS) PROGRAM</b> .....	4
<b>SUBMISSION INSTRUCTIONS</b> .....	5
<b>CRITERIA</b> .....	6
<b>QUANTITIES AND PRICING</b> .....	7
<b>EVALUATION AND AWARD</b> .....	7
<b>PERFORMANCE AND PAYMENT</b> .....	8
<b>ATTACHMENT A: SCOPE OF WORK</b> .....	9
<b>GENERAL</b> .....	9
<b>SUPPLIES, EQUIPMENT &amp; MISCELLANEOUS COST</b> .....	9
<b>SITE APPROVALS</b> .....	9
<b>BIDDER WARRANTIES</b> .....	10
<b>BIDDER RESPONSIBILITY</b> .....	10
<b>ATTACHMENT B: PWC WASTE STREAMS</b> .....	11
<b>HAZARDOUS CHEMICALS</b> .....	11
<b>WASTE</b> .....	12
<b>DOT NON-REGULATED WASTE</b> .....	12
<b>SUMMARY</b> .....	13
<b>ATTACHMENT C: BID PRICING FORM</b> .....	15
<b>ATTACHMENT D: CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS</b> .....	19
<b>ATTACHMENT E: AT A GLANCE</b> .....	20
<b>ATTACHMENT F: PWC SAMPLE SERVICE AGREEMENT rv 9/5/2023</b> .....	21
<b>ATTACHMENT G: MWD BE AFFIDAVITS</b> .....	22
<b>ATTACHMENT H: SLS MWD BE DISCLOSURE FORM</b> .....	23

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

**Cumberland County  
North Carolina**

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

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

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

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

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

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

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

**OBJECTIVE OF THE REQUEST**

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

**RFB SCHEDULE**

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

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

**QUESTIONS**

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

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

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

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

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

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

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

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

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

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

## **SUBMISSION INSTRUCTIONS**

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

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

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

## CRITERIA

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

- 1) Overall quality of the services being offered.

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

## **QUANTITIES AND PRICING**

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

## **EVALUATION AND AWARD**

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

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

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

## **PERFORMANCE AND PAYMENT**

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

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

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### **GENERAL**

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

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

The following items are required to perform the work:

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

### **DISPOSAL SITES**

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

### **SITE APPROVALS**

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

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

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

## **BIDDER WARRANTIES**

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

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

## **BIDDER RESPONSIBILITY**

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

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

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### **HAZARDOUS CHEMICALS**

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

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

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

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

## **WASTE**

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

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

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

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

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

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

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

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

## **DOT NON-REGULATED WASTE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **COLLECTION AND DISPOSAL OF WASTE**

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

## **SUMMARY**

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

## **COLLECTION AND DISPOSAL OF WASTE**

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

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

**ATTACHMENT C: BID PRICING FORM**

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**Bidder Information**

**Name of Company**

**Address**

**Phone Number**

**Email Address**

**Federal ID No.**

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

**Title**

**Signature**

**Date**

**Pricing Sheet**

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

# ATTACHMENT E: AT A GLANCE

PLACEHOLDER (to be replaced once bid document is converted to PDF)

## PWC AT A GLANCE

**Fayetteville's**  
HOMETOWN UTILITY

### Customers

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

### Customer Service

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

### Employees

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

### Facilities

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

### Electric Operations

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

### Water/Wastewater Operations

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

### Financial

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

**ATTACHMENT F: PWC SAMPLE SERVICE AGREEMENT rv 9/5/2023**

**PLACEHOLDER (to be replaced once bid document is converted to PDF)**

Last revised September 5, 2023

For the internal use of Fayetteville Public Works Commission only		
Requester/Responsible Employee:		
Project Title:		
Contract Number:		(Assigned by Procurement)
Purchase Order Number:		
Bid Number (if applicable)		
Account String (w/Budget Code):		(for project funding)
Not to Exceed Amount:		
Completion or Termination Date:		
Work Scope/Purpose:		
<p><b>Notes: (1) This Amendment may be utilized for all services (including legal, accounting, and consulting services). However, (a) for services subject to G.S. 143-64.31 (including but not limited to engineering and surveying services), PWC must first comply with the applicable RFQ requirement, unless exempted by law; and (b) for Information Technology, as defined in G.S. 143B-1320, PWC must first comply with applicable RFP requirements set forth in G.S. 143-129.8.</b></p> <p><b>(2) A purchase order must be generated by Procurement and approved by the CFO to encumber funds.</b></p>		

**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

## ATTACHMENT G: MWDBE AFFIDAVITS

ATTACH TO BID

ATTACH TO BID

ATTACH TO BID

ATTACH TO BID

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

#### **APPLICATION:**

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

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

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

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

#### **MWDBE Compliance Requirements:**

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

\*Affidavit B should **only** be used if the Contractor will perform **ALL Elements** of the Work on this project with their own forces **AND** will complete **ALL Elements** of this project **WITHOUT** the use of subcontractors, material suppliers, or providers of professional services.

3. Upon being identified as the apparent lowest responsive, responsible Bidder, a Bidder shall, within twenty-four (24) hours of PWC's notification provide a properly completed and executed copy of **either:**
  - Affidavit C – Percentage of MWDBE Participation **OR**
  - Affidavit D – Good-Faith Efforts.

4. All Bidders must provide with their Bid Form, at the time bids are due, a properly completed and executed copy of

**ATTACHMENT H: SLS MWDBE DISCLOSURE FORM**

**SMALL LOCAL SUPPLIER / MWDBE SUBCONTRACTOR  
DISCLOSURE FORM**

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

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

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

Signature \_\_\_\_\_

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

Date \_\_\_\_\_