



**Minority and Women-Owned Business Enterprise
(MWBE) Disparity Study**

Request for Proposal

RFP# 24-25-17

Date of Issuance: October 22, 2024

Due Date: November 22, 2024 @ 2:00 PM (EST)

Contact Person: Tish Williams

Title: Business Development Manager

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“LATE PROPOSALS WILL NOT BE ACCEPTED”

Issuing Department

Neighborhood and Business Services Department

Business Services Division

201 West Fifth Street

Greenville, North Carolina 27858

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SECTION ONE: INTRODUCTION

1.1 Purpose

The City of Greenville (the City), through its Neighborhood and Business Services Department is soliciting proposals from qualified service providers to conduct a Disparity Study of the City's and Greenville Utilities Commission's (GUC) awarded contracts for goods (including apparatus, supplies, materials and equipment), services (professional and general), and construction (including alteration, construction, repair and erection) over a five (5) year period, from July 1, 2019 through July 30, 2024.

The objective is to determine the effectiveness and efficiency of the current Minority and Women-Owned Business Enterprise ("MWBE") Programs. The City seeks proposals to provide recommendations on any programmatic changes or policy updates, if necessary. The successful Service Provider will also provide the City and GUC with current legal guidance relative to new legislation, policies, and procedures to meet any constitutional mandates.

Additional objectives include recommending programmatic remedies to address any identified underutilization of MWBE businesses, and the reducing or eliminating identified barriers that adversely impact MWBE participation on City and GUC projects. This RFP includes a description of the scope of work, submission requirements, and instructions for submitting your proposal.

All information related to this solicitation, will be posted on the City of Greenville's Website: <https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>.

1.2 Background

Greenville, North Carolina, is the hub of eastern North Carolina, with a growing population of 89,233. Located in eastern North Carolina, Greenville benefits from its proximity to major highways and transportation networks, facilitating easy access to regional markets and beyond. This makes it an ideal base for businesses looking to serve both local and broader markets.

Home to East Carolina University, the third largest university in the state (28,718 enrollment). ECU is home to the Brody School of Medicine that offers a four-year medical doctor degree as well as six PhD programs. There are 99 undergraduate degree tracks and 104 graduate-level programs at ECU. Greenville boasts a rich talent pool of graduates and a collaborative environment for innovation and research. The City along with various organizations in the small business support ecosystem offer resources, including programming, business incubators and business counseling, which provide valuable support for startups and small businesses.

The city's economy is diversifying, with growth in sectors such as healthcare, restaurants, education, manufacturing, and technology. This economic expansion creates a dynamic market with numerous opportunities for small businesses to cater to various needs and niches. Greenville is an emerging hub for small businesses, offering a vibrant mix of opportunities and

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resources that make it an attractive location for entrepreneurs. Known for its welcoming community, strategic location, and supportive infrastructure, Greenville provides a fertile ground for businesses to thrive.

However, despite the growing economy, some residents and businesses in Greenville have struggled to benefit and gain advances in their economic status. Therefore, the City of Greenville and GUC wish to provide equitable opportunities for individuals and businesses when City and GUC contracts are bid.

The City's MWBE Program was adopted in 1989. Subsequently, a disparity study was conducted in 1991. As a result, minority and women participation goals were established and the following statement was created: It is the policy of the City of Greenville and the Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and GUC's contracting and procurement programs, including but not limited to, construction projects, supplies and material purchases, and professional and personal service contracts. The City and GUC MWBE Program was initially administered by the HR Department. In 2007, the City hired an MWBE Coordinator to administer the MWBE Program. To date, no additional staff has been hired to carry out tasks specifically for the MWBE Program.

Since the inception of the City's MWBE Program, the MWBE Coordinator has been tasked with attending pre-bid meetings, being the point of contact for all city departments regarding MWBE participation goals, review of required MWBE forms that should be included in bids, and program outreach duties.

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Greenville and GUC reserve the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST).

1.3 Request for Proposals (RFP) Timeline

Event	Date	Time
Issuance of RFP	October 22, 2024	
Pre-Proposal Meeting (Non-mandatory)	October 29, 2024 at 1:00 p.m. Virtual: Microsoft Teams Meeting <i>Those wishing to attend should request the meeting link by email at tfwilliams@greenvillenc.gov no later than October 28, 2024 by 5:00 p.m.</i>	
Deadline to Submit Questions	October 28, 2024	4:00 p.m.
City Response to Questions (anticipated)	November 1, 2024	
Proposal Due Date and Time	November 22, 2024	2:00 p.m.
Short Listed Proposers Presentations	December 3-5, 2024	
Recommendation to Council for Approval and Notification of Award (anticipated)	December 2024	

1.4 Proposal Questions

It is the Proposer's responsibility to ensure that all addenda have been reviewed and considered in the preparation of its proposal. Requests for clarification and questions to this RFP must be received by the City no later than the date shown above in Section 1.3, entitled "RFP Timeline" for the submittal of written inquiries. The firm's failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to the City website. No information, instruction or advice provided orally or informally by City personnel, whether made in response to a question or otherwise in connection to this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely only on written material contained in an Addendum to this RFP. Please submit all questions related to this RFP in writing (via email) to tfwilliams@greenvillenc.gov. Please insert MWBE Disparity Study in the subject line. Questions asked via telephone will not be answered.

1.5 Proposal Submission Requirements and Contact Information

Proposals must follow the format as defined in Section 3. PROPOSAL, and be addressed and submitted as follows:

City of Greenville Municipal Building
201 West Fifth Street Greenville, NC 27858
Attention: Tish Williams, Business Development Manager
RFP No./Title: 24-25-17 Minority and Women-Owned Business (MWBE)
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Proposals should be mailed in an envelope or package and clearly marked with the name of the submitting company, the RFP number and the RFP Title. However, (6) hardcopies of the pricing worksheet document (Appendix IV) should be sealed and mailed separately.

Service Provider must submit:

- A. One (1) electronic version of the signed proposal AND
- B. Six (6) copies of the signed proposal.

The electronic version of the Proposal can be submitted as a viewable and printable Adobe at <https://www.dropbox.com/request/BQeRUNI6Jt8LzZHfQqz>

The electronic version and (6) hardcopies of the proposal must be received by the City on or before the RFP due date and time provided in Section 1.3. Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix IV, "Exceptions to the RFP" and submitted with proposal. Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Greenville. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the Firm elects to mail in its response, the Firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in Section 1.3, "RFP Timeline". Regardless of the delivery method, it is the responsibility of the Firm to ensure that their response arrives at the designated location specified in this Section by the due date and time specified in Section 1.3, "RFP Timeline".

1.6 Rights to Submitted Materials; Public Records Requirements

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the City when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina law.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposals. If the City receives a request to disclose materials that have been labeled as a trade secret or confidential by the proposer, the City shall provide the proposer with notice of the request. Within five (5) calendar days of the receipt of this notice, the proposer must notify the City of whether or not it instructs the City to withhold the materials from public inspection and the proposer must seek, at its sole cost, appropriate judicial action to prevent the disclosure of the materials. If the proposer notifies the City to withhold materials from public inspection, said notice must also include a legal justification for why the withheld materials qualify for exemption from the North Carolina public records act. If such justification is not provided with the notice to withhold materials, the proposer acknowledges that the notice shall be void and deemed of no effect and that the City may release the information without penalty. Further, if the proposer does not take action to prevent the disclosure of the materials within the five (5) calendar day period, the City may release the information pursuant to the public records request without any penalty from or liability to the proposer.

By submitting a proposal to the City, the proposer accepts all terms and conditions of this section. Any exception to this section shall not be allowed and an attempt to except a proposal from this section will be deemed void and of no effect and may result in the proposal being disqualified from the selection process.

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By submitting a proposal, each respondent to the RFP agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with the City refusing to disclose any material that the respondent has designated as a trade secret.

1.7 Communications

Questions must be submitted in writing to the individual designated in Section 1.5, prior to the deadline provided in Section 1.3. A proposer should not rely on any information provided by the City that is not provided as part of this RFP, any addenda to this RFP, or communications with the City representative identified in Section 1.5.

1.8 Lobbying

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempted to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

1.9 Proposer Expenses

The City of Greenville and GUC will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental formation provided, submitted, or given to City of Greenville and/or its representatives. Further, the City of Greenville shall reserve the right to cancel the conveyance described herein prior to final approval by the City Council.

1.10 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix IV, "Exceptions to RFP" and submitted with proposal. Furthermore, the City of Greenville is not bound to accept a proposal on the basis of lowest price, and further, the City of Greenville has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the City of Greenville's best interests to do so.

The City of Greenville reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the City of Greenville's best interest. Moreover, the City of Greenville reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Greenville.

1.11 Contract Term

The Contract shall have an initial term of one (1) year, beginning on the date of the final execution of the Contract by all parties or a later agreed upon date, whichever is later (the “Effective Date”). At the end of the Contract’s initial term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for an additional one-year term. Any contract extension will depend upon the Contractor’s ability to meet project goals, submit timely reports, and maintain proper documentation. The City will give the Contractor written notice of its intent to exercise the option before the end of the Contract’s term. The City reserves the right to extend a contract term for up to 180 days in increments of 90-days or less.

1.12 General Instructions

- 1. READ, REVIEW AND COMPLY:** It shall be the Vendor’s responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
- 2. LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor’s sole responsibility to ensure delivery at the designated office by the designated time.
- 3. ACCEPTANCE AND REJECTION:** The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
- 4. WITHDRAWAL OF PROPOSAL:** No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.
- 5. CONFLICT OF INTEREST:** Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.
- 6. EQUAL EMPLOYMENT OPPORTUNITY:** The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry.
- 7. MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM:** It is the policy of the City of Greenville and GUC to provide minorities and women equal opportunity for participating in all aspects of the City’s contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and

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personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

8. The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in providing professional and personal services for the completion of this project. Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4862.
9. **LOCAL PREFERENCE:** The City of Greenville has adopted a Local Preference Policy, Resolution No. 056- 13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information please see the City of Greenville's webpage at <http://www.greenvillenc.gov/government/financial-services/purchasing>.
10. **REHABILITATION ACT AND ADA:** Federal law prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.
11. **TAXES:** Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.
12. **CITY RIGHTS AND OPTIONS:** The City, at its sole discretion, reserves the following rights:
 - To supplement, amend, substitute or otherwise modify this RFP at any time.
 - To cancel this RFP with or without the substitution of another RFP.
 - To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the City.
 - To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions.
 - To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Responses submitted.
 - To negotiate a contract with a Service Provider based on the information provided in response to this RFP.
13. **PUBLIC RECORDS:** Any material submitted in response to this RFP will become a "public record." Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.
14. **ACCURACY OF RFP AND RELATED DOCUMENTS:** Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available

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during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section Three.

15. EXPENSE OF SUBMITTAL PREPARATION: The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

16. PROPOSAL BINDING: This proposal is binding for a period of one-hundred eighty (180) days.

SECTION TWO: SCOPE OF WORK

The City of Greenville Neighborhood and Business Services Department is soliciting proposals for the services of a Service Provider for the following contract scope of work. The successful Service Provider to whom the Contract is awarded shall provide all services set forth in this RFP and as more particularly described in this section, Scope of Work.

2.1 General Scope

The Disparity Study established by this RFP will help the City and Greenville Utilities Commission (GUC) to ensure its procurement and contracting practices across all departments align with legal requirements as it relates to Minority and Women-owned Business (MWBE) entities and evaluate and improve our current MWBE Programs. The selected Service Provider's results and recommendations will serve as a reference document in creating City and GUC policies, directives, standards and practices.

2.2 Overview

The City and GUC wish to undertake all necessary and affirmative steps to ensure that MWBEs are afforded opportunities to participate in City and GUC contracts. The City seeks a Service Provider to conduct a Disparity Study to:

- a. Examine what, if any, barriers may be adversely affecting the participation of MWBEs in City and GUC contracts;

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- b. Identify the availability of MWBEs that are ready, willing, and able to do business with the City and GUC in the relevant market area(s), based on both business presence and principal office location;
- c. Analyze the City and GUC's contracting and procurement data to determine the utilization of MWBEs;
- d. Determine the extent to which any identified disparities in the City and GUC's utilization of available MWBEs are attributable to discrimination;
- e. Recommend programs to remedy the effects of any identified discrimination, and to reduce or eliminate any other marketplace barriers that adversely affect contract participation by MWBEs; and
- f. Identify best practices, any policy recommendations on remediating any identified disparities, and practical tools for developing MWBE capacity.

2.2.1 Greenville Combined Statistical Area (CSA)

While the City is open to recommendations from the Service Provider, the anticipated target area of the Disparity Study is the Greenville-Kinston-Washington Combined Statistical Area, which includes Pitt, Lenoir and Beaufort Counties.

2.2.2 Determination

The successful Service Provider will identify the availability of MWBEs that are ready, willing and able to do business with the City and GUC, and determine whether a statistically significant disparity exists between the availability of ready, willing, and able MWBEs and their utilization in City and GUC contracts.

2.2.3 Underutilization of MWBEs

If the analysis reveals an underutilization of MWBEs, the successful Service Provider will assess any cause of the underutilization. In analyzing MWBE availability and utilization as outlined above, the successful Service Provider shall determine the extent to which:

- a. Under-utilization, if any, may be the result of discrimination by the City or discrimination existing within a relevant industry;
- b. Discriminatory practices exist within specific industries, trades, procurement, and service areas in the relevant geographic markets used by the City; and
- c. Any identified discriminatory practices have impeded the ability for MWBEs to compete for and participate in City contracts.

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If the successful Service Provider identifies any statistically significant underutilization of MWBEs, resulting from discrimination (in whole or in part), the Service Provider will recommend remedial programs to the City and GUC to mitigate the effects of any identified discrimination. In recommending remedial programs, the Service Provider will assess the extent to which the effects of discrimination can be addressed through race and gender-neutral means.

To the extent the Service Provider determines that race and gender-neutral based remedies are insufficient to appropriately remedy any effects of the identified discrimination, the Service Provider will propose narrowly tailored race and gender-conscious remedies to address the effects of the identified discrimination.

The Service Provider will also assess:

- a. The extent to which any other barriers, unrelated to race or gender, may be adversely affecting contract participation by MWBEs; and
- b. The efficacy of race and gender-neutral policies and programs previously used by the City to address those identified neutral barriers.

Where appropriate, the Service Provider shall propose narrowly tailored modifications and alternative policy and program approaches to address such barriers.

2.3 Specialized Requirements

- Determine the availability of minority and women-owned businesses in the Greenville Combined Statistical Area (CSA) and any other relevant City market areas. The Service Provider should address their ability to limit the study to these combined areas or identify what CSA must be considered.
- Conduct the disparity analysis in the relevant market area.
- Identify revisions necessary to the City and GUC's programs to address relevant legal requirements and recent court decisions based on the opinion of an attorney licensed to practice in the State of North Carolina.
- Analyze the City and GUC's contract and procurement data and conduct a utilization analysis of minority, women, and non-minority businesses in the procurement of goods- (including apparatus, supplies, materials and equipment), services (general and professional), and construction (including, erection, construction, repair and alteration).
- Analyze the utilization and availability data to determine if a disparity continues to exist.
- Collect and analyze anecdotal information obtained from surveys, focus groups, interviews and City Council meetings.

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- Provide detailed monthly progress reports to the City's Project Manager.
- Make recommendations throughout the Disparity Study process for programmatic changes and any enhancements, if necessary, including, but not limited to, staffing requirements.
- Prepare a draft report and review the report with relevant project staff.
- Prepare a final report and present the report's findings to the City of Greenville Mayor and City Council, and GUC Board of Commissioners.

2.3.1 Specific Tasks

To provide the minimum deliverables as specified above, the successful Service Provider will be expected to perform all tasks necessary to provide the agreed-upon deliverables, including, but not limited to the following:

1. Interview City and GUC staff regarding the types of contracts, policies and practices and market areas covered by solicitations, advertising, and mailing.
2. Interview prime contractors, subcontractors, vendors, consultants, and representatives of trade and professional associations.
3. Obtain and analyze any prior utilization studies relating to the CSA and the relevant market area, and, to the extent possible, reconcile or distinguish those studies with any current findings.
4. Interview the City and GUC's staff that manage MWBE activities related to contracting and procurement and review their records for information regarding the number and identification of MWBEs utilized in contracts.
5. Design and administer a survey of contractors, subcontractors, vendors, and consultants (by ethnic group and gender) as to the type of work, capacity, and utilization on various types of contracts, reasons for levels of utilization, identification of any instances of discrimination (past or present), effects and sources of past or present discrimination, and interest in bidding on City contracts.
6. Interview representative minority and female contractors, subcontractors, vendors, consultants, and any other appropriate sources regarding the utilization and factors affecting the utilization of minorities and females by prime contractors on private and public contracts with and without MWBE contracting goals.
7. Interview minority and female business owners, professionals, government officials, and persons currently or formerly in the construction, maintenance, supplies,

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materials, and service industries about any specific instances of discrimination which may have had a discriminatory impact upon MWBEs and their development.

8. Interview non-minority and non-female persons who are currently or formerly prime contractors, subcontractors, vendors, or consultants about any disparity in the use of MWBEs and the reason for MWBE utilization levels.
9. Compile and analyze the growth in the Greenville CSA of non-MWBEs compared to MWBEs.
10. Analyze any available judicial or administrative data regarding allegations of discrimination made against contractors, subcontractors, vendors, consultants, or local government agencies.
11. Compile and analyze anecdotal evidence relating to conclusions regarding each of these tasks.
12. Assist the City and GUC, if necessary, in revising existing MWBE Program Plans. Such assistance will include the preparation of proposed program initiatives and assisting with any public hearings.

2.4 Coordination and Points of Contact

Coordination of all efforts, including meeting logistics, shall be the responsibility of the successful Service Provider. The Service Provider shall identify a project team to include a Project Manager who will be the point of contact between the Service Provider and the City's Project Manager. The Service Provider's Project Manager shall be available to the City's Project Manager for updates and reviews on project progress.

2.5 Reporting and Documentation

The successful Service Provider will be required to prepare and submit the following documents to the City:

1. Monthly progress reports, or more often as needed by the City. Monthly reports must include, but are not limited to, the following:
 - a. A project schedule indicating the status of each task and deliverable;
 - b. All information, personnel, equipment, facilities, and resources of the City required for the Service Provider to perform the services for the subsequent month or period indicated by the City;

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- c. Identify and summarize all risks and problems which may affect the performance of the services;
 - d. For each identified risk and problem, identify the action and person(s) responsible for mitigating risk and resolving the problem; and
 - e. For each risk and problem identified, state the impact on the project schedule.
2. A draft final report and executive summary of the final report describing the Service Provider's methodology in detail and all findings, that meets all requirements described in Section 2 of this RFP.
 3. After the City reviews the draft report and executive summary and provides feedback to the Service Provider, a final report and executive summary that addresses any deficiencies or concerns raised by the City regarding the draft report.

2.6 The Final Report

1. Written in clear and concise language using consistent terms;
2. Easy to understand;
3. Organized logically;
4. Fully illustrated with relevant examples;
5. Consistent with widely accepted methodology; and
6. A searchable electronic format, i.e., pdf file.

2.7 Work Materials and Database Access

The successful Service Provider will provide the City all notes, work papers, records, and documentation used or created in the course of the Disparity Study. If the successful Service Provider developed any computerized database in the furtherance of the Disparity Study, the successful Service Provider will provide the City access to the computer database and the information contained therein. Any programs or data entry materials developed in connection with the Disparity Study must be compatible with any existing City systems.

2.8 Presentations

The successful Service Provider must be available to make periodic in person or virtual presentations to the City, as requested, to explain the Disparity Study methods, results, and reports, including to the City Council, GUC Board of Commissioners, City and GUC administration and staff, boards and committees, stakeholders and the public.

2.9 Litigation

The Service Provider must be available to testify as an expert to defend or otherwise assist the City and/or GUC in any litigation relating to or arising from the Disparity Study.

2.10 Pricing

Service Providers shall provide pricing based on the requirements and terms and conditions of this RFP. Pricing must be all-inclusive and cover every aspect of the project. The City shall pay a fixed price as consideration for the satisfactory performance of all services required under the contract, other than litigation support and other services (as defined). The total amount referenced by this Section constitutes the total compensation to the successful Service Provider, inclusive of all fees, charges, and expenses payable under the contract. The amount of compensation does not include litigation support or other services (as defined). The total amount of compensation shall not be increased except by a duly executed written amendment.

SECTION THREE: PROPOSAL CONTENTS

Responses must follow the format outlined below. The City may reject as nonresponsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

3.1 Request for Proposal Required Documents Format

Responses should be divided using tabs to separate each section, listed sequentially as follows:

Tab 1: Cover Letter

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

Tab 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience preparing comparable plans for similar cities with populations over 90,000. Provide a list of all comparable contracts performed in the past five (5) number of years, accompanied by at least three (3) references (contact persons, firm, telephone number and email address). Provide samples of three (3) different reports, studies, presentations or other items which illustrate the Proposer's writing style and ability. A link to websites where the samples can be found is sufficient.

Include the total amount invoiced for each listed project, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all

listed references, and to contact other public entities regarding past performance on similar projects.

Tab 3: Project Understanding, Approach and Schedule

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Tab 4: Team Firm, Experience and Certifications

This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall provide information as to the Proposals and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

Tab 5: Cost

In a separate sealed envelope, provide at least three (3) complete copies of the proposed cost schedule and budget. Hourly rates must be inclusive of all costs (including lodging, meals, and transportation), applicable overhead, and profit. Attach any additional pricing details. Payment terms will be based on milestones identified during the contracting process. A cost proposal will be negotiated with the selected service provider.

3.2 RFP Documents

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

SECTION FOUR: PROPOSAL EVALUATION and FINAL SELECTION

4.1 Proposal Evaluation Criteria (Stage 1)

This RFP is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the

Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

responses on their merit in accordance with the evaluation criteria set forth in the following table.

The maximum points a Service Provider can receive for an interview/demonstration is 10 points. Services Providers selected for interviews or demonstrations under this Section will be notified of the date and time in writing. Each Service Provider's interview/demonstration must be based solely upon information provided in the original proposal. No new information may be presented.

Criteria	Scoring (Points)
Compliance with the RFP requirements; quality, clarity and completeness of services proposed in relation to the response to the scope of work.	0 - 5
Service Provider's Proven Background, Knowledge and Experience. This includes and is not limited to following: <ul style="list-style-type: none">• Qualifications of key personnel/management team.• Experience in providing high quality services of similar type work in this RFP, your organization's experience as it pertains to providing services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.• Knowledge of best practices	0-20
Understanding of the project as outlined in the RFP.	0-10
Quality of Methodology/Technical Approach; does the methodology depict a logical approach to fulfilling the requirements of the RFP.	0-20
Demonstrated Team Experience with similar type work (working with diverse communities) and references. Capability of the Proposer to undertake and support services as described by this Request for Proposals based on reputation and customer references regarding the Proposer's performance for organizations with needs like the City of Greenville's, particularly in the government sector.	0-25
Proposed Cost	0-10
Project schedule to include project deliverables and a detailed timeframe.	0-10
Total Possible Score (without Interview/Demonstration)	0 - 100
Interview/Demonstration (if applicable)	0-10
Final Score (with Interview/Demonstration)	

4.2 Interview/Demonstration (Stage 2)

Some Service Providers may be invited to Stage 2 of the evaluation process, the Interview/Demonstration. The interview/demonstration is an important aspect of the evaluation process that offers the City and GUC an opportunity to see how the Service Provider's solution meets the critical components of the RFP.

4.3 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 4.1., Proposal Evaluation Criteria (Stage 1). After the proposals are evaluated, the Evaluation Committee will either make a final selection for recommendation, or select Service Providers to participate in Stage 2 of the evaluation process based upon their scores. If the Evaluation Committee proceeds with Stage 2, the City reserves the right, as a part of the selection process, to request on-site or virtual interviews, demonstrations, and presentations. After the interviews, demonstrations, and presentations, each Service Provider will be evaluated and scored on the same criteria.

If a recommendation is made, negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City's decision.

The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or not award a contract.

4.4 Notice to Proposers Regarding RFP Terms and Conditions

It shall be the Proposer's responsibility to read the Instructions, the Contract Standard Terms and Conditions in Appendix III, all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

APPENDIX I

REQUIRED FORM 1 - PROPOSAL SUBMISSION FORM

RFP # _____

MWBE Disparity Study

This Proposal is submitted by:

Service Provider Name: _____

Representative (printed): _____

Representative (signed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Fax Number

The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts. It is understood by the Service Provider that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP. Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

Service Provider

Date

Authorized Signature

Please type or print name

Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

APPENDIX II

REQUIRED FORM 2- SERVICE PROVIDER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip Code:
Phone:		E-Mail:	
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> other			
Number of years in business under company's present name:			
Federal Tax ID #		DUNS #	
Are you certified with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not applicable: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:		E-Mail:	
Have you ever defaulted or failed on a contract: (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years – preferable government agencies. <u>Do not include City of Greenville as a reference to meet the requirement of listing at least (3) references.</u> PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.			
1. Company:			
Contact Person:		Title:	
Phone:		Fax:	E-Mail:
Describe Scope of Wok:			
2. Company:			
Contact Person:		Title:	
Phone:		Fax:	E-Mail:
Describe Scope of Wok:			
3. Company:			
Contact Person:		Title:	
Phone:		Fax:	E-Mail:
Describe Scope of Wok:			
4. Company:			
Contact Person:		Title:	
Phone:		Fax:	E-Mail:
Describe Scope of Wok:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:		Date:	

APPENDIX III - City of Greenville RFP for Minority & Women-Owned Business Enterprise (MWBE) Disparity Study

Reference Questionnaire

The City of Greenville, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of services and aid in the evaluation process.

The Service Provider is required to send the reference form (the following two pages) to each client reference listed on the Service Provider Questionnaire. The reference, in turn, is requested to submit the Reference Questionnaire Form directly to the City of Greenville Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The reference may be contacted for validation of the response. It is the Service Provider's responsibility to verify their references have been received by the City of Greenville Point of Contact by the date indicated on the following Reference Questionnaire Form.

Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

City of Greenville

(RFP) – 24-25-17 RFP for Minority & Women- Owned Business Enterprise (MWBE) Disparity Study

REFERENCE QUESTIONNAIRE

Name of Business Requesting Reference)

This form is being submitted to your company for completion as a professional reference for the company listed above.

This form is to be returned to the City of Greenville, Tish Williams, via email: tfwilliams@greenvillenc.gov no later than **2:00 pm, EST November 22, 2024**, and **MUST NOT** be returned to the company requesting the reference. For questions or concerns regarding this form, please contact the City of Greenville, Point of Contact above.

Company Providing Reference: _____

Contact Name and Title/Position: _____

Contact Telephone Number: _____

Contact Email Address: _____

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments: _____

2. How would you rate this company's knowledge and expertise?

☐ 3 = Excellent ☐ 2 = Satisfactory ☐ 1 = Unsatisfactory ☐ 0 = Unacceptable

Comments: _____

3. How would you rate this company's flexibility relative to changes in the scope and timelines?

☐ 3 = Excellent ☐ 2 = Satisfactory ☐ 1 = Unsatisfactory ☐ 0 = Unacceptable

Comments: _____

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by this company?

☐ 3 = Excellent ☐ 2 = Satisfactory ☐ 1 = Unsatisfactory ☐ 0 = Unacceptable

Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

Comments: _____

5. How would you rate the dynamics/interactions between this company and your staff?

☐ 3 = Excellent ☐ 2 = Satisfactory ☐ 1 = Unsatisfactory ☐ 0 = Unacceptable

Comments: _____

6. Who were the company's principle representatives involved in providing your services and how would you rate them individually? Would you comment on skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Comments: _____

7. With which aspect(s) of this company's services are you most satisfied?

Comments: _____

8. With which aspect(s) of this company's services are you least satisfied?

Comments: _____

9. Would you recommend this company's services to your organization again?

Comments: _____

APPENDIX IV

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # _____

MWBE Disparity Study

Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs for which the City will be responsible.**

Please use the Milestone Pricing Plan below to detail the total Not to Exceed cost to provide the services. **You may add, change, or delete Milestone Rows as needed for your final submission.** Please note that the fixed pricing below must contain all expenses that the Service Provider expects the City to pay for the MWBE Disparity Study.

MWBE Disparity Study: Milestone Pricing Plan		
<u>Milestone</u>	<u>Cost</u>	<u>Estimated # of Hours</u>
1.0 Project Management Objectives		
2.0 Initiate Project and Finalize Work Plan		
3.0 Conduct Legal Review and Prepare Corresponding Report Section		
4.0 Assess Data		
5.0 Collect Data and Prepare Corresponding Report Section		
6.0 Conduct Market Area Analyses and Prepare Corresponding Report Section		
7.0 Conduct Utilization and Threshold Analyses and Prepare Corresponding Report Section		
8.0 Determine Availability of Qualified Firms and Prepare Corresponding Report Section		
9.0 Analyze Utilization and Availability Data for Disparity and Statistical Significance and Prepare Corresponding Report Section		
10.0 Collect and Analyze Anecdotal Information and Prepare Corresponding Report Section		
11.0 Conduct Surveys of Vendors and Prepare Corresponding Report Section		
12.0 Conduct Regression Analysis and Prepare Corresponding Report Section		
13.0 Conduct Disparity Analyses of Relevant Private Market and Prepare Corresponding Report Section		

Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

14.0	Review of Efficacy of Race- and Gender-Neutral Remedies and Prepare Corresponding Report		
15.0	Identify Narrowly Tailored Race- and Gender-Neutral and Race- and Gender-Based Remedies and Prepare Corresponding Report Section		
16.0	Conduct Best Practices and Peer Analysis and Prepare Corresponding Report Section		
17.0	Present Draft Findings to the City of Greenville & Greenville Utilities		
18.0	Prepare and Present Final Report		
19.0	Prepare Final Report Executive Summary and PowerPoint and Make Presentations		
20.0	Present Findings to City Council and Greenville Utilities Board of Commissioners in Greenville , NC, respond to follow-up questions, and make additional presentations if required		
21.0	Present to other stakeholder groups and the public in Greenville , NC		
22.0	Attend City Council Vote to adopt the MWBE Disparity Study and answer any questions		
23.0	Other (Please Provide Detail)		
TOTAL		\$	

MWBE Disparity Study: Litigation Support

<u>Description</u>	Cost (\$) per Hour
In the Event of Litigation, please provide the hourly rate for the expert witness to defend the validity of the Disparity Study.	\$

APPENDIX V

GENERAL TERMS AND CONDITIONS

The contract terms provided herein are not exhaustive but shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

- 1. NONDISCRIMINATION:** The Vendor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix C, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
- 2. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
- 3. NON-COLLUSION:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.
- 4. PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds. However, the City shall not be obligated to make payment to the Contractor for any services performed under this contract.

5. **GOVERNING LAW:** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Vendor's own risk and the Vendor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.
7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Vendor is an independent contractor and not an agent of the City, and as such, Vendor, their agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
8. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
9. **CONFIDENTIALITY:** Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the

Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

- 7. INSURANCE REQUIREMENTS:** Vendor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, North Carolina, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services. Depending on the type of services to be provided, cyber liability insurance or increased limits may be necessary.
- 8. INDEMINIFICATION AND HOLD HARMLESS:** All services rendered under this agreement will be performed at the Vendor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the Vendor and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the Vendor in fulfilling its obligation under this contract. It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Vendor's activities and operations while performing services under this contract.
- 9. E-VERIFY COMPLIANCE:** The Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Vendor utilizes a Subcontractor, the Vendor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
- 10. IRAN DIVESTMENT ACT:** By submitting a proposal, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to

N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

11. ADVERTISING: The Vendor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.

12. FORCE MAJEURE: Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved or the contract may terminate.

13. ASSIGNMENT: This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.

14. CONFLICT OF INTERESTS:

- a. Vendor is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Vendor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.
- c. Vendor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Vendor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.

- e. No employee, agent, contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

15. NONAPPROPRIATION OF FUNDS. Vendor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Vendor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Vendor will not be compensated for any other costs in connection with a termination for non-appropriation. The Vendor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Vendor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

16. DISPUTE RESOLUTION: In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

17. PERFORMANCE OF GOVERNMENT FUNCTIONS: Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

18. E-SIGNATURE AUTHORITY: The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be

treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

- 19. TERMINATION:** The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Vendor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice. The Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

APPENDIX VI- REQUIRED FORM 5 - CONFLICT OF INTEREST CERTIFICATION FOR CONSULTANTS/CONTRACTORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the MPO, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the MPO should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

For purposes of determining any possible conflict of interest, all firms, must disclose if any Greenville Urban Area Metropolitan Planning Organization Board Members, Employee(s), Advisory Committee Member(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a MPO employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes _____ No _____

Name(s)	Position(s)

I realize that violation of the above mentioned standards could result in the termination of my work for the City of Greenville and the MPO.

DATE: _____

SIGNATURE: _____

Company: _____

NAME: _____
(Typed or Printed)

Address: _____

TITLE: _____

PHONE NO: _____

E-MAIL: _____

APPENDIX VII - REQUIRED FORM 7- EXCEPTIONS TO RFP

Check one:

☐ NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.

☐ EXCEPTONS ARE LISTED BELOW

#	RFP Page #, Section #, Appendix #	Exceptions (Describe nature of Exception)	Explain why this is an issue	Proposed Alternative	Indicate if exception is negotiable or non- negotiable (NN)
1					
2					
3					
4					
5					
6					
7					

FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS, CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

Firm:	Authorized Signature:	Title:
Printed Name of Signer:	Date:	

APPENDIX VIII - REQUIRED FORM 8

**City of Greenville/Greenville Utilities Commission
Minority and Women Business Enterprise Program**

**City of Greenville
MWBE Guidelines for Professional Service Contracts
\$10,000 and above**

These instructions shall be included with each bid solicitation.

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

MWBE Guidelines for Professional or Personal Service Contracts \$10,000 and above

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Service providers responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspirational goals for participation.

	CITY	
	MBE	WBE
Professional or Personal Services	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions: The submitter shall provide the following forms:

☐ FORM 1—Sub-Service Provider Utilization Plan

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. **Submitter must turn in this form with submission.** If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

☐ FORM 2--Statement of Intent to Perform work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type of project.

☐ Sub-Service Provider Utilization Commitment

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

☐ Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to subconsultants. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:

- 1. Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
- 2. A history of MWBE firms used on similar projects; and*
- 3. The percentage participation of MWBE firms on these projects.*

NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of sub-consultants (both majority and minority) per the statements of the form.

Minimum Compliance Requirements: All written statements, signed forms, or intentions made by the Submitter shall become a part of the agreement between the Submitter and the City for performance of contracts. Failure to comply with any of these statements, signed forms, or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a Submitter has made Good Faith Efforts, the City will evaluate all efforts made by the Submitter and will determine compliance in regard to quantity, intensity, and results of these efforts.

Sub-Service Provider Utilization Plan

FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the
(Company Name)
_____ we propose to expend a minimum of _____ %
(Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of _____ % of the total dollar amount with **WBE** firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Statement of Intent to Perform work without Sub-Service Providers FORM 2

(Must be included with submission if not subcontracting any portion of work)

We, _____, hereby certify that it is our
intent to perform **100% of the work required** for the _____ contract.
(Project Name)

In making this certification, the Proposer states the following:

- i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of subconsultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*
☐ **Check box to indicate documentation is attached.**
- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.
☐ **Check box to indicate documentation is attached.**
- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final sub-consultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We _____, do certify that on the
(Company Name)
_____ we will expend a minimum of _____ %
(Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of _____ % of the total dollar amount of the work with **WBE**.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the submitter to the commitment herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Will this request change the dollar amount of the contract? ☐ Yes ☐ No

If yes, give the total contract amount including change orders and proposed change: \$ _____

The proposed request will do the following to overall MWBE participation (please check one):

☐ Increase ☐ Decrease ☐ No Change

Name of subconsultant: _____

Service provided: _____

Proposed Action:

____ Replace subconsultant

____ Perform work in-house

For the above actions, you must provide one of the following reasons (Please check applicable reason):

____ The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

____ The listed MBE/WBE is bankrupt or insolvent.

____ The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

____ The work performed by the listed sub-consultant is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the sub-consultant is substantially delaying or disrupting the progress of the work.

If replacing sub-consultant:

Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

Name of replacement sub-consultant: _____

Is the sub-consultant a certified MWBE? ☐ Yes ☐ No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Other Proposed Action:

☐ Increase total dollar amount of work

☐ Add as an additional sub-consultant*

☐ Decrease total dollar amount of work

☐ Other

Please describe reason for requested action: _____

**If adding additional sub-consultant:*

Is the sub-consultant a certified MWBE? ☐ Yes ☐ No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval ☐ Y ☐ N

Date _____

Signature _____

Proof of Payment Certification
MWBE Contractors, Suppliers, Service Providers

Pay Application No. _____

Purchase Order No. _____

Project Name: _____

Prime Service Provider: _____

Current Contract Amount (including change orders): \$ _____

Requested Payment Amount for this Period: \$ _____

Is this the final payment? ___ Yes ___ No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Remaining Amount

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Date: _____

Certified By: _____
Name

Title

Signature