



“Call for NC Housing Tax Credit Developers”

Request for Proposal

RFP# 24-25-53

Date of Issuance: June 30, 2025

Proposal Due Date: Friday, July 18, 2025 @ 9:00 am (EST)

Contact Person: Renee Skeen

Title: Program Manager

Phone Number: 252-329-4487

Email: rskeen@greenvillenc.gov

“LATE PROPOSALS WILL NOT BE ACCEPTED”

Issuing Department

Neighborhood and Business Services

Community Development Division

201 West Fifth Street

Greenville, NC 27858

Date: June 30, 2025

Subject: Call for NC Housing Tax Credit Developers

Contact: Renee Skeen, Program Manager

The City of Greenville Neighborhood and Business Services Department is now accepting proposals for Call for NC Housing Tax Credit Developers. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP").

Sealed proposals endorsed Call for NC Housing Tax Credit Developers to be furnished to the City of Greenville (the "City") will be received by the Neighborhood and Business Services Department, Municipal Building, at 201 West Fifth Street, Greenville, NC 27834 until Friday, July 18, 2025 at 9:00 am. Proposals may also be submitted electronically until July 18, 2025 at 9:00 am. The City reserves the right to reject any or all proposals.

This RFP outlines a description of the services sought and the required documents interested firms submit must in a sealed envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: Renee Skeen, Program Manager
[Name of Company Submitting Proposal]
Call for NC Housing Tax Credit Developers
RFP# 24-25-53

Proposals submitted after this deadline or to any location other than that listed above will not be considered.

All proposals must be signed by an authorized official of the firm. The vendor shall insert the required responses and supply all the information, as requested, on the enclosed Forms. The prices inserted shall be net and shall be the full cost, including all factors whatsoever. Any information not submitted on forms provided will be considered non-responsive.

Written questions concerning this RFP may be submitted in writing to Renee Skeen, Program Manager by email only at rskeen@greenvillenc.gov by **Monday, July 7th at 5:00 pm**. Please insert **RFP#24-25-53** in the subject line. An addendum will be posted by **Friday, July 11th at 5:00 pm**.

SECTION ONE: 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 of Greenville, NC is an equal opportunity employer and strictly prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, age, gender, disability, national origin, genetic information, sexual orientation, gender identity/reassignment or expression, military or veteran status, marital status, or any characteristic protected by applicable law.

7. TITLE VI NONDISCRIMINATION NOTIFICATION: The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8. New vendors must register online at the City of Greenville Vendor Self Service portal:
<https://cityofgreenvillenc.munisselfservice.com/vss>

All new vendors, including subcontractors/consultants, must register with the City of Greenville's online portal prior to the rendering goods and services.

Registration as a vendor with the City of Greenville is the responsibility of prime or subcontractor/consultant, and requires the prospective new vendor to submit a W-9, and complete the

registration through the City's vendor portal at the following web address: <https://cityofgreenvillenc.munisselfservice.com/vss>.

If the prospective new vendor is only providing service(s) as a subcontractor/consultant, submission of payment information is not necessary at the time of registration.

The General Contractor is responsible for ensuring all subcontractors working on the project are registered as vendors with the City of Greenville and have active registrations prior to contract award.

The General Contractor must provide total amounts paid to MWBE subcontractors with each payment application/invoice.

9. MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM: It is the policy of the City of Greenville 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 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. (See City of Greenville/GUC Minority and Women Business Enterprise MWBE Program Construction Guidelines and Affidavits attachment)

The City has established a 10% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible. Questions regarding the City's MWBE Program should be directed to Wanda House, Financial Services Manager at (252) 329-4862.

10. 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 www.greenvillenc.gov/government/financial-services/purchasing.

11. 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.

12. 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.

13. 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 Offeror's 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.

14. 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.

15. 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 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 presented in this RFP, or otherwise made available 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 is 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.

16. 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.

17. PROPOSAL BINDING: This proposal is binding for a period of 12 months.

SECTION TWO: GENERAL TERMS AND CONDITIONS

1. NON-DISCRIMINATION: The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

2. 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.

3. 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.

4. 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.

5. SERVICES PERFORMED: All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless the City of Greenville, its officers, agents, 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.

6. INDEPENDENT CONTRACTOR: It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her 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.

7. VERBAL AGREEMENT: The City will not be bound by any verbal agreements.

8. INSURANCE REQUIREMENTS: Contractor 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, 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 with your bid packet and prior to the commencement of Services if the expiration date

has passed.

9. E-VERIFY COMPLIANCE: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor 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.

SECTION THREE: PROPOSAL

1. Introduction:

INTRODUCTION/PROJET OVERVIEW

The City of Greenville, North Carolina, hereinafter referred to as “City” has been awarded HOME funding. Funds will benefit income qualifying populations within the City Limits of Greenville. The City is seeking Proposals from qualified developers for the Development of Affordable Rental Housing Units.

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (antickickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The City of Greenville, North Carolina Bidding Opportunities webpage shall be the official site for information as related to this Request For Proposal (RFP). Firms are responsible for checking the City’s Website for the issuance of any addendums.

2. Requested Project Scope

The City of Greenville is seeking to increase the supply of affordable housing for low- to moderate-income residents. The City will, through a competitive process, accept applications from qualified developers approved by the NC Housing Finance Agency for the production of new Affordable Rental Housing that serves families and individuals with incomes between equal to 60 % or less the area median income, adjusted by family size as defined by the U.S. Department of Urban Development for 2025.

Awarded projects must meet the income guidelines and other requirements of the U.S. Department of Housing and Urban Development.

Key features of the developer proposal submitted shall consist of but not limited to the following elements:

- A. Experience of the Development Organization with Key Personnel
- B. Financial Feasibility, Leveraging, and Development
- C. Preliminary Site Development along with an executed Option to Purchase contract if ownership is not controlled at the time of the submittal showing site control
- D. Preliminary Design of the facility, units, with common areas and features
- E. Proximity to Community Features, such as schools, bus stops, health care services, grocery stores, drug stores and the like
- F. Inclusion of supportive services
- G. Project readiness

The City of Greenville will review all applications based upon an internal point system used to rank received proposals in connection with project criteria determined by the City to address needs of affordability, high-quality design, convenience, sustainability, walkability, and other factors.

The proposals will be received and evaluated by the City of Greenville Community Development Division.

A hearing will be established for presentations of received proposals in front of the Affordable Housing Loan Committee. The recommendation of the Affordable Housing Loan Committee will be forwarded to the City Council for the final award. The award by City Council is contingent upon the successful award of Tax Credits to the applicant's proposal development and the City's receipt of funds from the U.S. Department of Housing and Urban Development.

A preliminary schedule for review of submitted proposals is identified below:

| Timeline | Action |
|-----------|---|
| 6/30/2025 | Issue Call for Developers |
| 7/18/2025 | Proposals received from Developers |
| 8/14/2025 | Recommendation of funding award to the Greenville City Council for final award approval and authorizing the issuance of a letter of support or award pending project readiness. |

For more information, please contact Renee Skeen, Project Manager, at 252-329-4487 or rskeen@greenvillenc.gov.

*** The City of Greenville reserves the right to amend its award considerations based upon the determinations any submittals that do not meet the submission criteria as outlined or due to changes in anticipated funding from outside funding sources identified for this activity.*

NC Housing Tax Credit Supplemental Funding Loan Terms

The terms of the City funds will be negotiated consistent with the following guidelines:

- A. Construction-to-permanent financing
- B. Term: 20 years, or as long as affordability is maintained
- C. Repayment: Deferred
- D. Lien: Second with conditions and many consider subordination to third
- E. Right of First Refusal

Evaluation Criteria

The following criteria will be used to evaluate development proposals. The capability and financial strength of the developer, location of the site, quality of proposed improvements, the population being served, ability to repay the loan, and likelihood of and timeline for project completion are important criteria and should be demonstrated in the application.

- A. Experience of the Development Organization with Key Personnel (15 points)
 - a. Capacity and experience of the development team with comparable size and type projects on time within budget.
 - b. Developers with prior experience with the City of Greenville will be evaluated on those experiences. Developers without previous experience with the City will be asked to provide references from other government agencies.
 - c. Capacity and experience of the property management company with comparable size and type projects evidenced by occupancy levels, maintenance and repair of existing rental units, compliance with federal requirements and record keeping and reporting.
- B. Financial Feasibility, Leveraging, and Development (15 points)
 - a. Project is financially feasible with a high probability of moving forward (commitments from other funding sources, appropriate debt coverage ratio, affordable rents, income clientele, etc.)
 - b. Project costs per square foot (excluding land) in addition to costs per bedroom are reasonable, as compared to similar projects.
 - c. Amount of City subsidy per unit, as compared to similar projects funded by the City.
- C. Preliminary Site Development (15 points)
 - a. Demonstrated site control or and executed Option to Purchase contract if ownership is not controlled at the time of the submittal.
- D. Preliminary Design of the facility, units, with common areas and features (15 points)
 - a. The building design and use are compatible with the surrounding environment and existing neighborhood with appropriate vehicular and pedestrian connections to nearby amenities.
 - b. The overall building design is aesthetically pleasing and well thought out and is

characterized as possessing “architectural appeal” with material sections that are of good quality, designed for normal maintenance and can be expected to perform well over the long term.

- c. The site is suitable for the proposed development without additional major geotechnical, environmental, or utility infrastructure expenditures.
- E. Proximity to community features such as schools, bus stops, health care services, grocery stores, drug stores and the like (20 points)
- F. Inclusion of supportive services appropriate for clientele (10 points)
- G. Project readiness (10 points)

Evaluation of Proposals

Applications will be reviewed for completeness and eligibility. All eligible proposals will be ranked according to the criteria stated in this Request for Proposals. All sources of financing must be secured before closing. Commitment will be valid for 12 months.

Right to Reject Proposals

The City of Greenville reserves the right to reject any and all proposals received as a result of the Request for Proposals or to negotiate on the terms of the funds to best serve the interests of the City of Greenville.

Title VI of the Civil Rights Act of 1964
Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability 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, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, 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 Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or

the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which

ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

2025-2026 Multi-Family Rental Housing Application Checklist

Applicant: _____

Development Name: _____

A complete application will include the following items and must be presented in the following sequence:

- _____ Application Checklist (signed at the bottom)
- _____ Cover Letter
- _____ Title Page
- _____ Table of Contents
- _____ Summary
- _____ Signed copy of NCHFA pre-application
- _____ Part I – Project Schedule (project construction beginning within 12 months of issuing the final commitment letter and completed within 4 years)
- _____ Part II – Survey
- _____ Part III - Site Plan
- _____ Part IV – Evidence of Site Control (deed, contract of sale, option to purchase)
- _____ Part V - Compliance with Comprehensive Plan and Zoning
- _____ Part VI – Uniform Relocation Plan
- _____ Part VII – Geotechnical Reports Addressing Soil/Flood concerns
- _____ Part VIII – Partnership Agreements
- _____ Part IX – Infrastructure Availability
- _____ Part X – Applicant and Development Team, Development History and Repayment of Loans
- _____ Part XI – Development (outline plans and specifications, including elevation, floor plans, materials, etc.)
- _____ Part XII – Financial Project Proforma (identifying project costs and requested loan amount)
- _____ Part XIII – Affirmative Marketing Statement
- _____ Part XIV – Developer Certification
- _____ Part XV – Detailed Description of Supportive Services
- _____ Part XVI – Detailed Description of How Developer Intends to Recruit/Use MWBE Firms

Signed By

Submitting Official Title

To be considered for funding, all 9% and 4% applications must be received by 9:00 am on Friday, July 18, 2025. Original applications and one electronic copy saved to a flash drive should be forwarded to the following:

Renee Skeen, Project Manager
Neighborhood & Business Services Department
Community Development Division
City of Greenville
201 W. Fifth
Street Greenville,
NC 27834
[rskeen@greenvillenc.g](mailto:rskeen@greenvillenc.gov)
[ov](tel:252-329-4487) 252-329-4487

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

**City of Greenville
Construction Guidelines and Affidavits**

Minority and Women Business Enterprise Program

Construction Guidelines for MWBE Participants

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

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

| | CITY | |
|--|------|-----|
| | MBE | WBE |
| Construction This goal includes Construction Manager at Risk. | 10% | 6% |

Bidders shall submit MWBE information with their bids 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 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). Those firms who are certified as both a "WBE" and "MBE" may only satisfy the "MBE" requirement. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.** A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at www.greenvillenc.gov. However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE's listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Instructions

The Bidder shall provide with the bid the following documentation:

☐ Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

☐ Affidavit A (if subcontracting)

OR

☐ Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

☐ Affidavit B (if self-performing; will need to provide documentation of similar projects in scope, scale and cost)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

☐ Affidavit C (if aspirational goals are met or are exceeded)

OR

☐ Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

☐ Letter(s) of Intent or Executed Contracts

****With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to MWBE subcontractors.**

*****If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.**

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to comply with any of these statements, affidavits 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 contractor has made Good Faith Efforts, the CITY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

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| (Name of Bidder) | |
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do hereby certify that on this project, we will use the following minority/women business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

[illegible]

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

If you will not be utilizing MWBE contractors, please certify by entering zero "0"

The total value of MBE business contracting will be (\$)_____ .

The total value of WBE business contracting will be (\$)_____.

City of Greenville **AFFIDAVIT A – Listing of Good Faith Efforts**

County of _____

(Name of Bidder)

Affidavit of _____

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

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

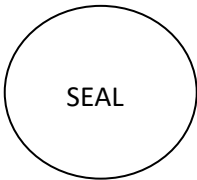
- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____



Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville --AFFIDAVIT B-- Intent to Perform

Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

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

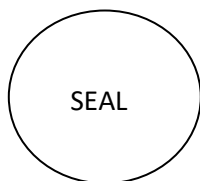
In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____



Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville - **AFFIDAVIT C - Portion of the Work to be Performed by MWBE Firms**

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by MWBE businesses as defined in GS143-128.2(g) and the COG/CITY MWBE Plan sec. III is equal to or greater than 16% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

| Name and Phone Number | *MWBE Category | Work description | Dollar Value |
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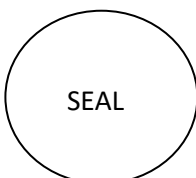
*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____



Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville **AFFIDAVIT D – Good Faith Efforts**

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 16% participation by minority/women business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that
on the _____

(Name of Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

| Name and Phone Number | *MWBE Category | Work description | Dollar Value |
|-----------------------|----------------|------------------|--------------|
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*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**)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

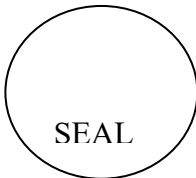
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

LETTER OF INTENT

MWBE Subcontractor Performance

Please submit this form or executed subcontracts with MWBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

____ Minority Business Enterprise ____ Women Business Enterprise

The MWBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required). ____ Yes ____ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

| Work/Materials/Service Provided | Dollar Amount of Contract | Projected Start Date | Projected End Date |
|---------------------------------|---------------------------|----------------------|--------------------|
| | | | |
| | | | |

(Date)

(Address)

(Name & Phone No. of MWBE Firm)

(Name & Title of Authorized Representative of MWBE)

(Signature of Authorized Representative of MWBE)

REQUEST TO CHANGE MWBE PARTICIPATION
(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

_____ **Email Address:** _____

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

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

____ Replace subcontractor

____ Perform work with own forces

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 subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

If replacing subcontractor:

Name of replacement subcontractor: _____

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). ☐ Yes ☐ No

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

☐ Increase total dollar amount of work

☐ Add additional subcontractor

☐ Decrease total dollar amount of work

☐ Other

Please describe reason for requested action: _____

If adding additional subcontractor:*

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). ☐ Yes ☐ No

**Please attach Letter of Intent or executed contract document*

Dollar amount of original contract \$ _____

Dollar amount of amended 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 Contractor: _____

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 (including changes) | Total Amount Remaining |
|-----------|----------------|---|---|------------------------|
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*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
