



**Comprehensive Plan Update & Implementation
Request for Proposal
RFP# 25-26-01**

Proposal Due Date: 09/19/2025, 10:00 AM

Contact Person: Chantae Gooby

Title: Chief Planner

Phone Number: 252-329-4507

Email Address: cgooby@greenvillenc.gov

Date: 8/1/2025

Subject: Comprehensive Plan Update

Contact: Chantae Gooby, Chief Planner

The City of Greenville, Planning and Development Services Department, is seeking proposals from qualified consultants to prepare a Comprehensive Plan that will replace the current *Horizons 2026 Comprehensive Plan*. The Comprehensive Plan will guide Greenville, North Carolina's growth and development through the year 2040. The consultant must have experience in community engagement, land use planning and comprehensive plan development. Currently, the City is in the process of creating a Unified Development Ordinance (UDO) and it is anticipated to be adopted in October 2025. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP").

Sealed proposals endorsed Comprehensive Plan Update & Implementation to be furnished to the City of Greenville (the "City") will be received by the Planning and Development Services at 201 W. 5th Street, Greenville, NC or the following Drop Box Address: Dropbox Upload Link for RFP 25-26-01 Comprehensive Plan Update & Implementation: <https://www.dropbox.com/request/82ny1pzbCmoSLnF9ofEn> until **September 19, 2025 at 10:00 AM EST**. The City reserves the right to reject any or all proposals.

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

Request for Proposals
Attention: Chantae Gooby
"Name of Company Submitting Proposal"
Comprehensive Plan Update
RFP# 25-26-01

Proposals are limited to twenty (20) pages (not inclusive of the cover letter or appendices) and shall be typed on 8 1/2" x 11" sheets, single spaced, one sided. Proposals containing more than twenty (20) pages will not be considered.

Proposals submitted after this deadline or to any location other than that listed above will not be considered. Firms submitting fewer copies than required will not be considered.

Written questions concerning this RFP may be submitted to Chantae Gooby by email only at cgooby@greenvillenc.gov. Please insert **RFP# 25-26-01** in the subject line.

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. **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 <https://www.greenvillenc.gov/government/financial-services/purchasing>.
7. **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.
8. **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.

9. PUBLIC RECORDS: Any material submitted in response to this solicitation 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.

10. ACCURACY OF SOLICITATION 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 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.

11. 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.

12. PROPOSAL BINDING: This proposal is binding for a period of ninety (90) days.

SECTION TWO

PROCEDURES

1. Introduction

The City of Greenville, NC invites qualified consulting firms to submit proposals for the creation of a new Comprehensive Plan with a horizon year of 2040. The Plan should preserve, promote, and harness the City's history along with its geographical location to create a clear and concise land use and development strategy to direct future growth of the neighborhoods that make up Greenville, while providing actionable implementation items to aid in successful implementation of the plan over its lifetime.

2. Background

The City's current comprehensive plan was adopted by the City Council of Greenville on September 8, 2016. Due to the COVID-19 Pandemic, the City didn't conduct its usual five-year update. Therefore, the text of the current comprehensive plan hasn't been updated since its original adoption in 2016. However, there have been multiple Future Land Use and Character Map amendments since 2016. Click here for a link to [Horizons 2026 Greenville's Community Plan](#).

Greenville continues to be recognized as a hub for Eastern North Carolina. Greenville's location in the state remains an asset that can be leveraged by technology and investment. The sectors that have spurred Greenville's growth in the past are reasons to continue to be optimistic about its future.

Greenville's industrial growth began as a small tobacco farming town at the crossroads of two railroad lines near the banks of the Tar River which flows into the Pamlico Sound. Over the past several decades, rapid economic growth in Greenville has fostered a dramatic rise in quality of life and regional influence. Today, thousands have moved to Greenville for its higher education opportunities, its high wage industrial base, and its advanced medical facilities and services.

Diversity has been a hallmark of Greenville since its earliest days. Along with the rest of the nation, there have been times of triumph and times of injustice. While continuing to respect the past, the future holds the promise of a united community that works to improve the well-being of all residents. Greenville's abundant successes have been achieved with the leadership of great visionaries and trailblazers in community development, health, education, and manufacturing, while relying on the long-standing culture of kind-hearted, hard-working, friendly citizens of Greenville.

The community continues to adapt to rapidly changing economic and environmental conditions. By building on its assets, Greenville will continue to build a vibrant resilient city that is prepared for the opportunities and challenges that lie on the horizon.

Description of Services (Scope of Work)

To achieve the City's goals and utilize the consultants' experience to the best degree possible, the City of Greenville will require the following:

Phase 1 - Research and Construction of Draft Plan for Adoption:

- A. Research and draft plan phase: Create a project plan and provide project management, based on the Goals and Objectives and Scope of Work proposed herein.
- B. Identification of potential solutions and approaches to make the Comprehensive Plan more responsive to current development practices and emerging trends.
- C. Development of a draft Comprehensive Plan for review and comments, and adoption of a final Comprehensive Plan.
- D. Establish a schedule of meetings and presentations at major milestones in the project, and at minimum, provide presentations on the following:
 1. Project kick-off meeting to provide an overview of the *Comprehensive Plan* and process for updating the same;
 2. Showcase highlights of major updates to the *Comprehensive Plan* and draft presentation to Planning and Zoning Commission and City Council;
 3. Presentation of final draft of the *Comprehensive Plan* to the City Council in a Workshop meeting;
 4. Presentation of final draft of the *Comprehensive Plan* to the Planning and Zoning Commission for recommendation of adoption by City Council;
 5. Public Hearing for approval of the *Comprehensive Plan* at City Council meeting.
 6. Implementation measures and procedures.
- E. Initial meeting with City staff to review a project timeline, schedule meetings and begin the process of data acquisition.
- F. Review all existing ordinances, plans, maps, documents, data, and other materials relevant to the project. The City will provide all existing available documentation to the consultant. The consultant will study and consolidate applicable materials into the Comprehensive Plan.
- G. Prepare for and conduct meetings with elected and appointed officials, stakeholder/taskforce groups, and the general public for public input, plan consideration and final adoption.
- H. Provide minutes relative to all meetings held. Review the minutes and provide ongoing updates as needed/requested to keep all parties up to date with the Comprehensive Plan topics and processes.
- I. Citizen Participation
 1. Develop and implement an extensive public engagement and communications plan, that is patterned after successful experiences from development of prior plans. The proposed approach should be inclusive and incorporate innovative approaches to drawing diverse groups and ideas into the planning process. The prospective consultant will be an integral part of the public engagement process and will be expected to prepare for, attend and participate in all meetings. The public engagement process may involve multiple approaches including but not limited to

leadership interviews, community meetings, use of print and social media, and online communication.

The overarching goals of the public participation process are to:

- a. Educate parties about the *Comprehensive Plan's* role and importance to the community.
 - b. Disseminate information to interested and involved parties.
 - c. Provide effective and efficient mechanisms for gathering public input on various issues.
 - d. Engage the community and build consensus throughout all phases of the planning process.
- J. Prepare materials for review and comment by City staff, stakeholder/taskforce groups, the public, boards and commission (as identified by City staff) and City Council in accordance with a schedule developed at the beginning of the planning process.
- K. Confirm the final proposed *Comprehensive Plan*:
1. Provides goals, objectives and implementation strategies based on technical data and public input relative to Housing, Land Use, Economic Development, Mobility, Community Concerns, etc.
 2. Conforms to existing North Carolina General Statutes.
 3. Analyzes consistency of current City ordinances and policies in relationship to the *Comprehensive Plan* goals and objectives.
 4. Includes innovative and user-friendly diagrams, photographs, tables, flow charts, to complement content.
 5. Presents in an organized format and language that is user-friendly and easily understood by the general public.
 6. Provide a condensed quick guide reference that is easily understandable and summarizes the *Comprehensive Plan* along with recommendations.
- L. Complete a final draft of the *Comprehensive Plan* and present at all meetings and public hearings for adoption of the *Comprehensive Plan*.
- M. Reporting & Communication:
1. Provide monthly status reports on project progress for internal review and evaluation primarily via Microsoft Teams or other telephone/video software and occasionally in-person, to update City staff on project status, discuss issues and review drafts.
 2. Periodic written status reports and updates may also be required for the Planning and Zoning Commission and City Council.
- N. Final design files that are simple to update over the life of the *Comprehensive Plan* and not dependent on specialized software of third-party platforms. This includes any text and graphic files (i.e., illustrations, graphics, flowcharts, dashboards, tables, etc.), which, at minimum, should be provided in the following formats:

1. Digital PDF version that is word searchable and able to be hosted on the City's website.
2. Two (2) printed copies.

Additionally, the City of Greenville shall be provided with sole property rights to all manual and electronic originals.

- O. Host a project website through adoption of the *Comprehensive Plan*, and provide technical assistance, as necessary, for one year following.

Phase 2 - Implementation:

Implementation Phase: Develop implementation strategies with timeframes, provide a detailed plan for execution and estimated costs for implementation. This should be described/provided as a separate plan and cost section.

Expected City Staff Responsibilities

The City staff will perform the following roles during this project:

- Designate a project coordinator to serve as the liaison between the City and consultant.
- Identification of *Comprehensive Plan* Committee participants for consultants to coordinate the organization and ongoing facilitation of the *Comprehensive Plan* Committee.
- Assist with coordinating project meetings.
- Develop notices and advertising for project meetings.
- Prepare and advertise notices for general public meetings and specific public hearings of the Planning and Zoning Commission and the City Council for the adoption of the *Comprehensive Plan*.
- Assist with preparation of the revised Future Land Use map in consultation with the consultant.

3. Terms of Agreement

Should your submitted RFP be selected, work shall be completed and all analysis / assessment information submitted within 730 days (approximately 24 months). The overall update process will be complete when it is adopted by the City Council; however, if any edits are included with the adoption of the *Comprehensive Plan*, the process is complete when an updated version is provided to staff following the adoption of the *Comprehensive Plan*.

Additionally, this project will require multiple visits to our jurisdiction. The City anticipates many visits relative to research, stakeholder and public engagement venues, along with presentations to the City's Planning and Zoning Commission and City Council. Please include information outlining your thoughts / plans on the number of visits projected and brief outline / agenda of the visits. All schedules and meetings to be set up by the awarded RFP firm.

4. Payment

- Payment of 30% of the RFP price after satisfactory completion of evaluation of the existing *Comprehensive Plan*, documents, and data; Identification of potential solutions and approaches to make the regulations and review processes more responsive to current development practices and emerging trends as decided by the Director of Planning and Development Services or their designee.
- Payment of 30% upon satisfactory completion of scheduled dates and agenda for public meetings, conducting the public meetings, compiling/reviewing data and comments from meetings, and providing a draft *Comprehensive Plan*.
- Payment of 20% after Presentation of Final Draft to the City Council in a meeting.
- Final Payment of 20% after satisfactory completion of a final assessment of all RFP items resulting in a full *Comprehensive Plan* adoption and subsequent implementation for the City of Greenville (should the implementation phase be an accepted part of the contract).

Responders are welcome to submit an alternate payment schedule for consideration.

5. Proposal Contents

The proposal shall provide elements listed below along with any supporting documentation you feel is needed and will contribute to the evaluation of the proposal.

- A. **Cover Letter** - In the letter, we request that firms identify if they are a certified Historically Underutilized Business – HUB- by the NC HUB Office. This letter should also acknowledge any addenda presented by the City of Greenville. All addenda will be issued via the City's Purchasing Website at <http://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>.
- B. **Firm Experience & Qualifications** - Describe your firm's experience and qualifications to complete this project. Include description of similar projects completed. Please include a list of team members, their roles in this project, level of involvement by percentage in this project, and brief background of their work with your firm.
- C. **Project Understanding & Approach**- A detailed methodology and project approach, including the following: Integration of public outreach data and community vision; Process for developing interactive and living plan components; and Proposed tools, technologies, and platforms for 3D visualization and analytics.
- D. **Anticipated Project Schedule, Timeline & Visits**: Should your RFP be selected, Notice to Proceed will be given. Project must be completed within 730 days (approximately 24 months) after receiving the Notice to Proceed. Provide information outlining your thoughts / plans on the number of visits projected and brief outline / agenda regarding each visit. Indicate the costs for additional visits if the City asks for the same.
- E. **List of References** - provide a list of at least three (3) current and three (3) past clients that services provided are/were substantially similar to the scope proposed herein. Where possible, identify

clients that are similar to the City of Greenville (i.e. size, complexity, location). Provide contact information (i.e., name, phone number, email address).

- F. **Cost/budget** – Provide itemized fee breakdown relative to applicable task and/or phases. Show an all-inclusive bid amount following the fee breakdown. Provide a per-path cost for *additional* site visits requested by the City. The City is not obligated for expenses not specifically listed.
- G. **Summary**- Provide a summary of how you will meet all task as outlined in **Description of Services – (Scope of Work)**.
- H.

- 6. **MWBE MINORITY AND WOMEN BUSINESS ENTERPRISE 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.

The City has established a 4% Minority Business Enterprise (MBE) and 4% 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.

Complete MWBE Forms provided in Attachment B of this document. Contact Wanda House, Financial Services Manager at 252-329-4862 or by email whouse@greenvillenc.gov with any questions regarding MWBE forms.

7. Questions

Any questions you have regarding this RFP shall be submitted in writing by email to Chantae Gooby at cgooby@greenvillenc.gov.

The deadline for asking questions will be September 5, 2025 at 5:00 PM. Answers to submitted questions will be provided to the public via addendum on the website, by email to those who submitted the question, and by email to any direct known party of interest who may submit a bid by September 19, 2025 at 10:00 AM.

8. Procurement Schedule

Event	Date and Time
Issuance of RFP	August 1, 2025 @ 10:00 AM
Deadline to Submit Questions	September 5, 2025 @ 5:00 PM
Answers to Questions Provided	September 12, 2025 @ 5:00 PM
Proposal Due	September 19, 2025 @ 10:00 AM
Interview(s) of Firms (if necessary)*	Proposed for the week of October 20, 2025
Selection of Firm*	Proposed for the week of November 3, 2025
Award of Contract*	Proposed for the week of November 10, 2025
Notice to Proceed*	Proposed for the week of December 1, 2025

*Estimated date(s) for activity

9. Submission Requirements

- Submission: One complete original hard copy or electronic original version (Drop Box with electronic signatures as required):

To: **Chantae Gooby, Chief Planner**
Planning & Development Services Department
City of Greenville, NC
201 West 5th Street
Greenville, NC 27835

10. Evaluation Criteria

Activity	Eligible Points
Letter of Interest We request that firms identify if they are a certified Historically Underutilized Business – HUB- by the NC HUB Office	5 points
Firm's Experience & Qualifications	30 points
Project Understanding & Approach	35 points
Anticipated Project Schedule, Timeline & Visits	10 points
List of References	10 points
Cost/Budget	5 points
Local vendor	5 points
Total	100 points

ATTACHMENT A

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 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, 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 E, 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 Contractor's own risk and the Contractor 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 Seller is an independent contractor and not an agent of the City, and as such, Contractor, 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.
8. ***NEW UPDATE:** General Contractor(s) are responsible for ensuring all subcontractors working on the project are registered as vendors with the City of Greenville and have active registration prior to contract award. **All new vendors, including subcontractors/consultants, must register with the City of Greenville's online portal prior to the rendering of goods or 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. General Contractors must provide total amounts paid to MWBE subcontractors with each payment application/invoices.
9. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
10. **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, 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

11. **INDEMINIFICATION AND HOLD HARMLESS:** All services rendered under this agreement will be performed at the Contractor'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S activities and operations while performing services under this contract.
12. **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.
13. **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.
14. **ADVERTISING:** The Contractor 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.
15. **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.
16. **ASSIGNMENT:** This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.

17. CONFLICT OF INTERESTS:

- a. Contractor 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. Contractor 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. Contractor 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. Contractor 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.

18. **TERMINATION:** The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor 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 Contractor 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.

Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions.

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 Non-discrimination 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.

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).

ATTACHMENT B

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

City of Greenville MWBE Guidelines for Professional Service Contracts \$50,000 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 Service Contracts \$50,000 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 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.

☐ 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 subconsultants (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 sub-consultants. *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 sub-consultant: _____

Service provided: _____

Proposed Action:

____ Replace sub-consultant

____ 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:

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 Amount Remaining

*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