



Small Business Technical Assistance Services

Request for Proposal

RFP# 25-26-12

Date of Issuance: August 22, 2025

Due Date: September 3, 2025 @ 2:00 PM (EST)

Contact Person: Tish Williams

Title: Business Development Manager

Phone Number: 252-329-4505

Email Address: tfwilliams@greenvillenc.gov

"LATE PROPOSALS WILL NOT BE ACCEPTED"

Issuing Department

Neighborhood and Business Services Department

Business Services Division

201 West Fifth Street

Greenville, North Carolina 27858

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SECTION ONE: INTRODUCTION

1.1 Purpose

The City of Greenville (COG) is soliciting proposals from qualified consulting firms wishing to provide technical assistance to small business owners in the areas of **marketing and digital presence, financial management, regulatory compliance for employees and risk management**. The City of Greenville is looking to procure an outside consultant to effectively evaluate and assess each applicant's current business operations plan, identify areas of improvement and produce a tailored plan to address those areas for each applicant.

The small business technical assistance program is designed to provide capacity building resources for eligible existing businesses. To be eligible for assistance, a business must be located within the city limits of Greenville or the extra-territorial jurisdiction (ETJ). Additionally, the business must be independently owned and operated with five or fewer locations and have 25 or fewer employees. Business gross sales must not exceed \$500,000.

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

1.2 Background

Greenville, North Carolina, is an emerging hub for small businesses, offering a vibrant mix of opportunities and resources that make it an attractive location for entrepreneurs. Known for its welcoming community, strategic location, and supportive infrastructure, Greenville provides a fertile ground for small businesses to thrive.

Key Advantages

- **Strategic Location:** Located in eastern North Carolina, Greenville benefits from its proximity to major highways and transportation networks, facilitating easy access to regional markets and beyond. This makes it an ideal base for businesses looking to serve both local and broader markets.
- **Educational Institutions:** Home to East Carolina University (ECU), Greenville boasts a rich talent pool of graduates and a collaborative environment for innovation and research. The university offers numerous resources, including business incubators and the Small Business and Technology Development Center (SBTDC), which provide valuable support for startups and small businesses.
- **Growing Economy:** Greenville's economy is diversifying, with growth in sectors such as healthcare, education, manufacturing, and technology. This economic expansion creates a dynamic market with numerous opportunities for small businesses to cater to various needs and niches.
- **Quality of Life:** Greenville offers an excellent quality of life with affordable living costs, a vibrant arts and culture scene, and abundant recreational activities. This attractive living

environment helps in retaining talent and provides a balanced lifestyle for business owners and employees alike.

- Supportive Business Environment: The Greenville-Pitt County Chamber of Commerce and various local economic development agencies provide robust support for small

Common Challenges New Businesses Face in Greenville, NC

Despite the numerous advantages, new businesses in Greenville also encounter several challenges:

- Access to Capital: Securing initial funding and investment can be difficult for new businesses. Many entrepreneurs face hurdles in obtaining loans or attracting investors, which can impede their ability to start and expand operations.
- Workforce Availability: While the presence of ECU provides a skilled labor pool, some industries may still struggle with finding specialized talent or retaining employees in a competitive job market.
- Market Competition: As Greenville's economy grows, so does the competition. New businesses must differentiate themselves and effectively market their unique value propositions to stand out in a crowded marketplace.
- Navigating Regulations: Understanding and complying with local, state, and federal regulations can be complex and time-consuming. New businesses often require guidance on legal and regulatory matters to ensure compliance and avoid potential pitfalls.
- Infrastructure Development: While Greenville is developing rapidly, certain areas may still face infrastructure challenges, such as limited high-speed internet access or transportation bottlenecks. These issues can impact business operations and logistics.

Greenville, NC, offers a compelling environment for small businesses with its strategic location, strong educational institutions, and supportive community. While there are challenges to overcome, the city's resources and dynamic economy provide a solid foundation for entrepreneurial success. By leveraging the advantages and addressing the common challenges, small businesses in Greenville can look forward to sustainable growth and prosperity.

1.3 Request for Proposals (RFP) Timeline

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

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Event	Date	Time
Issuance of RFP	August 22, 2025	
Deadline to Submit Questions	August 26, 2025	4:00 p.m. EST
City Response to Questions	August 27, 2025	TBD
Proposal Due Date and Time	August 29, 2025	2:00 p.m. EST
Notification of Award	September 3, 2025	TBD

1.4 Proposal Questions

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

1.5 Proposal Submission Requirements and Contact Information

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

City of Greenville Municipal Building
201 West Fifth Street Greenville, NC 27858
Attention: Tish Williams, Business Development Manager
RFP No./Title: **25-26-12** Small Business Technical Assistance Services Program

Proposals can be mailed in an envelope or package and clearly marked with the name of the submitting company, the RFP number and the RFP Title.

- A. One (1) signed original; **OR**
- B. One (1) electronic version of the signed proposal.

The electronic version of the Proposal can be submitted as a viewable and printable Adobe Portable Document File (PDF) at the following link:
<https://www.dropbox.com/request/Pk3Ezgvmz67I5lxNJoXs>.

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A hard copy or electronic version must be received by the City on or before the RFP due date and time provided in Section 1.3. Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

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

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

1.6 Rights to Submitted Materials; Public Records Requirements

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

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposals.

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

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

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

1.7 Communications

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

1.8 Lobbying

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

1.9 Proposer Expenses

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

1.10 Proposer Acceptance

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

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

1.11 GENERAL INSTRUCTIONS

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

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

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not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

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

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

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

SECTION TWO: SCOPE OF WORK

The City of Greenville Neighborhood and Business Services Department is soliciting proposals for the services of a firm for the following contract scope of work. The awarded Consultant(s) shall provide business development consulting services, all as set forth in this RFP and more particularly described in this section.

The Small Business Technical Assistance Program seeks to strengthen sustainability and increase visibility of eligible small businesses located in the City of Greenville and/or ETJ while helping these firms thrive in a competitive market by providing assistance, resources and services to eligible small businesses. The goal is to enroll a minimum of eight (8) eligible small businesses in this program and achieve the outcomes outlined in this section during a twelve (12) month period.

2.1 The Consultant will first develop a Business profile for each enrolled firm. Each enrolled firm is required to provide enough information to create a complete business profile. The profile is a snapshot of the firm's attributes.

2.2 The City of Greenville Neighborhood and Business Services Department will ensure that each enrolled firm has a Business Plan.

The Consultant will provide one-on-one business development consulting services to each firm enrolled in the Small Business Technical Assistance Program. The Consultant agreement will be

managed by the Business Development Division. The Consultant is to ensure that each firm completes a Business Profile and will provide services in the following four (4) areas of the business.

1. Marketing and Digital Presence

- Create customized marketing plans for individual businesses, may include but not limited to cost-effective branding, content creation and advertising campaigns (digital and traditional).
- Search Engine Optimization (SEO): Implement SEO best practices to improve website rankings on search engines.

2. Financial Literacy and Management

- Provide educational materials on financial literacy and management best practices.
- Financial planning services: including budgeting, forecasting, and financial analysis.
- Cost Management: Help businesses identify and manage costs effectively to improve profitability.

3. Regulatory Compliance for Employees

- Regulatory Audit and Assessment: Conduct comprehensive audits of current compliance status and identify areas of risk.
- Policy Development: Assist businesses in developing and implementing compliant policies and procedures for employees.

4. Risk Management

- Risk Assessment and Analysis: Conduct thorough risk assessments to identify potential threats and vulnerabilities to the business.
- Risk Mitigation Strategies: Develop and implement strategies to mitigate identified risks.

2.3 Program Outcomes

The following are anticipated program outcomes, but not limited to:

- Establish or have a significant boost in online presence and customer engagement.
- Enhanced profitability by an increase in revenue and/or a reduction in operational expenses.
- Demonstrated improved financial management and health.
- Better prepared for potential risks by implementing a mitigation plan.

SECTION THREE: PROPOSAL CONTENTS

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

3.1 Request for Proposal Required Documents Format

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

Tab 1: Cover Letter

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

Tab 2: Corporate Background and Experience

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

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

Tab 3: Project Understanding, Approach and Schedule

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

Tab 4: Team Firm, Experience and Certifications

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

Tab 5: Cost

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Provide a schedule of costs for comparable work completed in other cities and hourly rates for staff that would be assigned to the City of Greenville project if selected. Hourly rates shall be fully burdened to overhead and profit. Attach any additional pricing details. A cost proposal will be negotiated with the selected consultant.

RFP Documents

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

SECTION FOUR: PROPOSAL EVALUATION

4.1 Proposal Evaluation Criteria

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

Criteria	Scoring (Points)
Compliance with the RFP requirements; quality, clarity and completeness of services proposed in relation to the response to the scope of work. The Proposer shall provide a work plan that describes how they intend to provide the services described in the Scope of Work and how the Proposer can meet the needs of the City based on the proposed timeframe.	0 - 15
Respondent's Proven, Knowledge, and Experience This includes and is not limited to following: • Quality of Methodology/Technical Approach; does the methodology depict a logical approach to fulfilling the requirements of the RFP. • Understanding of the project as outlined in the RFP. • Experience in providing high quality services of similar type work in this RFP, your organization's experience as it pertains to providing services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP. • Qualifications of key personnel/management team. • Knowledge of best practices	0-40
Demonstrated experience with similar type work and references. Capability of the Proposer to undertake and support services as described by this Request for Proposal based on reputation and customer references regarding the Proposer's	0-20

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performance for organizations with needs like the City of Greenville's, particularly in the government sector.	
Reasonableness of hourly rates for services proposed.	0 - 20
Project schedule to include project deliverables and a detailed timeframe.	0 - 5
Total Possible Score	0 - 100

4.2 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 4.1.

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

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

4.3 Notice to Proposers Regarding RFP Terms and Conditions

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

SECTION FIVE: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

5.1 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.

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(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);

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- 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 LowIncome Populations, which 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);

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- 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).

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APPENDIX I

PROPOSER QUESTIONNAIRE

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

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

APPENDIX II
City of Greenville
RFP for Small Business Technical Assistance Program Services
Reference Questionnaire

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

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

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City of Greenville
(RFP) – 25-26-12 for Small Business Technical Assistance Program Services
REFERENCE QUESTIONNAIRE

(Name of Business Requesting Reference)

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

This form is to be returned to the City of Greenville, Tish Williams, via email: tfwilliams@greenvillenc.gov no later than **2:00pm, EST August 29, 2025** and **MUST NOT** be returned to the company requesting the reference. For questions or concerns regarding this form, please contact the City of Greenville, Point of Contact above.

Company Providing Reference: _____

Contact Name and Title/Position: _____

Contact Telephone Number: _____

Contact Email Address: _____

Questions:

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Comments: _____

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

Comments: _____

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

Comments: _____

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

Comments: _____

APPENDIX III

GENERAL TERMS AND CONDITIONS

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

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

governed by the laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Vendor's own risk and the Vendor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.
7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Vendor is an independent contractor and not an agent of the City, and as such, Vendor, their agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
8. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
9. **CONFIDENTIALITY:** Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

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

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with

the restrictions set forth in this Section. This Section shall survive termination of this agreement.

7. **INSURANCE REQUIREMENTS:** Vendor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, North Carolina, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services. Depending on the type of services to be provided, cyber liability insurance or increased limits may be necessary.
8. **INDEMINIFICATION AND HOLD HARMLESS:** All services rendered under this agreement will be performed at the Vendor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the Vendor and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the Vendor in fulfilling its obligation under this contract. It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Vendor's activities and operations while performing services under this contract.
9. **E-VERIFY COMPLIANCE:** The Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Vendor utilizes a Subcontractor, the Vendor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
10. **IRAN DIVESTMENT ACT:** By submitting a proposal, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during

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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, or 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

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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.

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**CONFLICT OF INTEREST CERTIFICATION FOR
CONSULTANTS/CONTRACTORS**

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

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

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Greenville Employee(s), Elected Official (s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

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

Yes _____ No _____

Name(s)	Position(s)

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

DATE: _____

SIGNATURE: _____

Company: _____

NAME: _____

(Typed or Printed)

Address: _____

TITLE: _____

PHONE NO: _____

E-MAIL: _____

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APPENDIX IV EXCEPTIONS TO RFP

Check one:

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

☐ EXCEPTIONS ARE LISTED BELOW

#	RFP Page #, Section #, Appendix #	Exceptions (Describe nature of Exception)	Explain why this is an issue	Proposed Alternative	Indicate if exception is negotiable or non- negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS, CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.					
Firm:			Authorized Signature:		Title:
Printed Name of Signer:					Date:

APPENDIX V

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

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

These instructions shall be included with each bid solicitation.

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

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

Policy Statement

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

Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Professional 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.

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

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

☐ Sub-Service Provider Utilization Commitment

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

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

☐ Proof of Payment Certification

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

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

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

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

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

Small Business Technical Assistance Services
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
(Company Name)
intent to perform **100% of the work required** for the _____ contract.
(Project Name)

In making this certification, the Proposer states the following:

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

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Sub-Service Provider Utilization Commitment

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

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

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

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

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

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

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

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

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

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

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

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

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

☐ Increase ☐ Decrease ☐ No Change

Name of subconsultant: _____

Service provided: _____

Proposed Action:

____ Replace subconsultant

____ Perform work in-house

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

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

____ The listed MBE/WBE is bankrupt or insolvent.

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

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

If replacing sub-consultant:

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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