

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ# 25-26-16

The City of Greenville, NC is seeking qualifications from engineering firms interested in providing professional consulting services for construction administration, engineering, inspection, and materials testing services (CEI) to facilitate the completion of City and/or federally funded projects.

Interested firms are invited to submit qualifications (in the required quantity and format) for the "City of Greenville – On-Call CEI and Construction Materials Testing Services" by 4:00 PM, Thursday October 23, 2025, to the Dropbox link below or to the following address:

[Dropbox Link](#)

Mr. Chris Moore
City of Greenville
Engineering Department
1500 Beatty Street
Greenville, NC 27834

The full RFQ can be retrieved at www.greenvillenc.gov or by contacting the Engineering Department at (252)-329-4467.

REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SERVICES

To Perform On-Call CEI and Construction Materials Testing Services

**City of Greenville, North Carolina
September 2025**

I. Project Synopsis

This RFQ is to solicit responses from qualified firms interested in providing professional consulting services for construction administration, engineering, inspection, and materials testing services (CEI) to facilitate the completion of various City and/or state or federally funded projects.

These projects may include but are not limited to:

- Multiple Street Resurfacing Projects
- Multiple Street Preservation Projects
- Multiple Stormwater Infrastructure Repairs
- Drainage Improvement Capital Projects

These projects may then be awarded, as necessary, as Task Orders to the On-Call CEI Contract.

All personnel performing inspection and/or testing services shall have the appropriate certifications that are current with NCDOT.

Subconsultants are permitted under this contract.

II. Scope of Work (Consultant's Responsibilities)

The following table summarizes the requested professional services:

SERVICE	FUNCTION	BENEFIT	DELIVERABLES
Construction Phase Services			
Pre-construction Conference	Outline project specifics. Inform contractor of project administration procedures.	Establish ground rules and responsibilities.	Agenda and Meeting Minutes.

Management Information System (MIS)	Implement system for organizing, tracking, filing, and managing paper/ electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.	Better record keeping. Improved claim resolution capabilities.	Paper files, Digital files, and Correspondence logs.
Review Traffic Control Plans	Review contractor's plans for detours, shutdowns and access for emergency vehicles.	Traffic control plans provide adequate traffic management and make provisions for contingencies.	Review of traffic control plan for conformance to approved plans.
Review Material Submittals	Review and approve contractor's submittals for materials in accordance with NCDOT and City of Greenville policies and procedures.	Quick response time.	Approved submittals.
Inspections and Reports	Inspect contractor's work in accordance with NCDOT/FHWA standards and procedures. Prepare all reports, including daily inspection and materials received reports	Ensures compliance with NCDOT approved plans and specifications. Documents progression of work, pay items, potential delays.	Daily inspection reports. Documentation of daily pay quantities. Materials Received Reports.
Embedded Inspectors	Inspection staff assigned to City of Greenville's office. City Staff will assign inspectors to certain jobs & projects throughout contract services time.	Consistent Inspectors will help with continuity on different projects.	At the start of the contract a list of inspectors will be submitted for selection.
Bi-Weekly Meetings	Conduct bi-weekly meetings to discuss schedule, current, and past issues.	Maintains dialogue between team members.	Agenda Meeting Minutes.
Issues Management	Analyze issues, seek appropriate advice, and provide recommendations.	Provides solutions to actual conditions found in the field. Minimize delays.	Design clarifications. Recommendation and preparation of contract change orders.
Cost control	Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with the project team to correct noncompliance with schedule.	Better project coordination. Fewer delays. Fewer time related disputes.	Schedule reports and recommendations.
Change Orders	Monitor project funding. Monitor project budgets. Review contract items, payments, material quantities and change order payments.	Effective use of funds. Early warning of potential funding problems.	Budget reports and cost estimate reviews

Dispute Resolution	Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Provide recommendations and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders on budget and contract time.	Change orders reflect the fair price for added or deleted work.	Independent cost estimates. Recommendation with change orders ready for execution. Change order summary reports
Construction Materials Testing and Reports	Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.	Disputes are avoided or resolved quickly.	Dispute avoidance procedures and recommendations.
	Test all construction materials, including but not limited to, asphalt, concrete, and borrow excavation, per NCDOT requirements and prepare associated reports.	Ensure compliance with NCDOT testing frequencies and minimums.	Test results and reports.

Proposed (On-Call) Contract Time: Two years, with the option to extend up to one year.

Proposed Not-to-Exceed Contract Amount: \$1,250,000

III. Schedule for Selection

The tentative schedule for selecting a consultant or consultants is outlined below. The actual schedule may vary.

RFQ Submission Deadline	October 23, 2025
Selection and Notification of the selected firm(s)	November 20, 2025
Contract Award	January 2026

IV. Consultant Selection Criteria

Criteria for the selection of the consultant will include, but not necessarily be limited to, the following:

- Quality and completeness of response to the RFQ (20%);
- Applicable experience of team proposed by the Consultant. Highlight projects this team has worked together on in the past. Provide information on why the experience is relevant and what roles the proposed team members played. This experience should demonstrate your ability to develop effective, real-life solutions for challenging and sometimes highly publicized problems (30%);
- Quality and completeness of response to the RFQ (20%);

- Applicable experience of team proposed by the Consultant. Highlight projects this team has worked together on in the past. Provide information on why the experience is relevant and what roles the proposed team members played. This experience should demonstrate your ability to develop effective, real-life solutions for challenging and sometimes highly publicized problems (30%);
- Qualifications of individual(s) proposed for the duties (20%);
- Approach and methodology of how Consultant will meet City objectives for this project within schedule and on budget (30%).

The selection team will evaluate the RFQs based on the aforementioned items and corresponding percentages. If several firms appear to have similar qualifications the City may request those firms attend an interview and provide a brief presentation.

Fee negotiations will be initiated with the firm(s) found to be most qualified for this work by the selection committee. As part of negotiations, the selected firm(s) will be expected to develop a detailed scope of work for each Task Order of the project.

The City reserves the right to accept the firm with the qualifications that best bit the Scope of Services as defined by the City of Greenville and is deemed to be in the best interest of the City; or the City can reject all submittals.

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

V. Requirements of Selected Team

The selected team must be able to begin work immediately upon award of contract and be able to maintain the required level of effort to meet the project schedule

Insurance

The City of Greenville requires the selected to 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.

Acceptance of Terms

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in the RFQ unless otherwise expressly stated in the proposal.

Right of Rejection by the City

The City reserves the right to accept the proposal that best fits the Scope of Services as defined by the City of Greenville and is deemed to be in the best interest of the City; or the City can reject all proposals.

Financial Responsibility

The firm making the proposal understands and agrees that the City shall have no financial responsibility for any costs incurred by the firm in responding to this RFQ prior to the issuing of an agreement. This includes but is not limited to costs related to site visit(s) and estimate preparation(s) for contract negotiations.

Conditions and Reservations

A response to this RFQ should not be construed as a contract, nor indicate a commitment of any kind. This RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning your firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and your firm execute a contract.

Title VI Nondiscrimination

The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to

this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

VI. Special Conditions: Federal Requirements

Portions of this Contract could be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This section identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

The federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City of Greenville, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (3) The contractor agrees to provide City access to construction or other work sites pertaining to the work being completed under the contract.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. A Contractor's failure to do so shall constitute a material breach of the contract.

Termination for Convenience (General Provision)

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same and dispose of it in the manner the City directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Equal Opportunity

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction into which it enters.

Suspension and Debarment Certification

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this

offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

VII. Supervision of Consultant

The Consultant will be under the supervision of the Director of Engineering for the City of Greenville or their designee.

VIII. Minority Business Enterprises and Women's Business Enterprises

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 of Greenville is committed to an annual goal of 4% for Minority Business Enterprises (MBE) and 4% for Women's Business Enterprises (WBE) participation for all professional service contracts. All firms submitting qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals and supply other information as requested in the "Supplemental Vendor Information" included in Attachment C. Failure to complete the MWBE forms may be cause to deem the submittal nonresponsive.

Questions regarding the City's MWBE Program should be directed to Wanda House, Financial Services Manager at (252) 329-4862.

IX. 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 on the basis of race, color,

religion, sex, national origin, or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal Law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

X. E-Verify Compliance

By submitting a proposal, the consultant acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Consultant and its Subconsultant by North Carolina law and the provisions of the Contract Documents. The Consultant represents that the Consultant and its Subconsultant are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers, that transact business in the State of North Carolina and employ 25 or more employees in the State of North Carolina, to electronically verify the legal employment status of an employee through the federal E-Verify program after hiring the employee to work in the State of North Carolina.

XI. Iran Divestment Act

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the final companies and persons engaged in investment activities in Iran and will be updated every 180 days. The list can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.

By submitting the Proposal, the Consultant certifies that, as of the date of this bid, it is not on the then current List created by the State Treasurer. The Consultant must notify the Department immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Consultant must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Consultant shall not contract with any person to perform a part of the work if, at any time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will take action as appropriate and provided for by law, rule or contract.

XII. Proposal Submission and Deadline

Proposals shall include the following information and be presented in the format outlined below to be considered responsive.

- Corporate Profile
- Highlight Project Team, including:
 - Organizational Chart,
 - Availability,
 - Expertise of key team members; and
 - Previous experience on similar projects (provide client name and contact information)
 - Hourly rate structure of positions proposed to perform the work
 - Statement regarding firm's(') possible conflicts of interest for the work
 - Attachment B: Certification Regarding Lobbying
 - Attachment C: Supplemental Vendor Information

All proposals are limited to 12 pages inclusive of the cover letter and exclusive of resumes and Attachments B & C, and shall be typed on 8-1/2" x 11" sheets, single spaced, one sided with minimum font size of 11. In order to reduce costs and to facilitate recycling; binders, dividers, tabs, etc. are prohibited. One staple in the upper left-hand corner is preferred if submitting hard copies. Proposals containing more than 12 pages will not be considered.

Detailed approaches, scopes, and fees will be developed during contract negotiations with the selected firm(s) prior to initiation of each task order.

Interested firms are invited to submit one (1) electronic copy, in searchable PDF format, of its response to this RFQ via the following Dropbox link:

[Dropbox Link](#)

In lieu of submitting electronic copies, interested firms may submit six (6) hard copies of their proposal no later than 4:00 pm, October 23, 2025, to the following address:

Mr. Chris Moore
Construction Project Manager I
City of Greenville
Engineering Department
1500 Beatty Street
Greenville, NC 27834

Each team is solely responsible for the timely delivery of its proposal. No proposals or qualification packages will be accepted after the deadline. Teams accept all risks of late delivery of Qualifications regardless of fault.

For questions regarding this Request for Qualifications, contact Chris Moore at (252)-329-4886 or jcmoores@greenvillenc.gov.

Appendix A

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

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

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

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the 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

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).

Appendix B

CERTIFICATION REGARDING LOBBYING (Submit with Proposal)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Appendix C

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

**City of Greenville
MWBE Guidelines for Professional Service On-Call Contracts**

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

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 for the project and subsequent task orders for MWBE firms according to needed discipline and anticipated task order. This proposed participation is based on the current scope of work for each anticipated task and discipline required. 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 for each task order, this form lists the MWBE firms committed to participate on this order. 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 listed in FORM 1 for each task order and firm used to satisfy required discipline in the – 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

Proof of payment must be submitted by the selected service provider with each payment application, listing payments made to sub-consultants. 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.*

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 will seek to contract with certified MBE firms
(Project Name)
and WBE firms as task orders permit through this contract.

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

*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 with each task order)

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 \$ _____

Interoffice Use Only:

Approval ____ Y ____ N

Date _____

Signature _____

Pay Application No. _____

Purchase Order No. _____

Proof of Payment Certification
MWBE Contractors, Suppliers, Service Providers

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: _____
Name

Certified By: _____

Title

Signature

