REQUEST FOR QUALIFICATIONS RFQ # 25-26-23 PUBLIC WORKS DEPARTMENT BUILDINGS AND GROUNDS DIVISION UNDERGROUND FUEL LINE REPLACEMENT CITY OF GREENVILLE, NORTH CAROLINA



Find yourself in good company

Due Date: Thursday, November 13, 2025 @ 2:00 PM

Public Works Administrative Building

1500 Beatty Street, Greenville, NC

Contact Persons:

Questions regarding the package:

Wanda House

Financial Services Manager Telephone: 252-329-4862

Fax: 252-329-4464

Email: whouse@greenvillenc.gov

Questions regarding the specifications:

Michael Turner

Building Facilities Coordinator

Telephone: 252-329-4921

Fax: 252-329-4844

Email: mturner@greenvillenc.gov

CITY OF GREENVILLE REQUEST FOR QUALIFICATIONS CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT BUILDINGS AND GROUNDS DIVISION UNDERGROUND FUEL LINE REPLACEMENT

The City of Greenville, NC is requesting qualifications from experienced firms for "UNDERGROUND FUEL LINE REPLACEMENT". The scope of work shall include, but is not limited to:

- Provide sealed engineered design/build plans for review and approval by the Owner.
- Remove and replace existing concrete pad (approximately 100' x 100'), aprons, driving surfaces, as well as the fuel islands and all curbing.
- Remove and replace all existing lines from both unleaded gas and diesel underground tanks to the existing dispensers.
- Provide all local and state permits and inspections.
- Provide as-built plans, close out documentation, and warranties.

Qualification packages will be received by the City of Greenville until Thursday, October 16, 2025, at 2:00 pm at the Public Works Department Administrative offices located at 1500 Beatty Street, Greenville, NC 27834-7207 with the Company Name, Attention: Michael Turner, Building Facilities Coordinator, and the words <u>City of Greenville Public Works Department Underground fuel line replacement</u> written on the outside of the sealed envelope.

Contractor shall submit one (1) original and four (4) copies of their response to this RFQ in a sealed carton clearly marked "City of Greenville-Underground Fuel Line Replacement RFQ" or submit (1) electronic copy via the City's DropBox account at https://www.dropbox.com/request/x84MjrrAJHB8cDPSnBIK

The City of Greenville reserves the right to reject any or all responses, waive any informality and award contracts that appear to be in its best interest.

From the date of this advertisement until the date of opening the responses, the plans and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are, and will continue to be on file, in the office of Wanda House, Financial Services Manager, 200 W. 5th Street, Greenville NC or at the Public Works Department located at 1500 Beatty Street, Greenville, NC 27835-7207, during regular business hours, and available to prospective firms. Inquiries regarding the bidding process or documents should be directed to Wanda House at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit a qualification package.

Wanda House, Financial Services Manager City of Greenville P O Box 7207 Greenville, NC 27835-7207

INSTRUCTIONS TO CONTRACTORS

Underground Fuel Line Replacement Location: Greenville N.C.

- 1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage.
- 2. It is expressly understood by the contractor, after a written notice of award by the City, a written contract will be required to be executed and will serve together with this response, these instructions, and any detailed specifications as the entire form of contract between the parties.
- 3. Each Contractor submitting a qualification package is affirming that no official or employee of the City is directly or indirectly interested in this response for any reason of personal gain.
- 4. Questions regarding the specifications shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov
- 5. By submitting a qualifications package, the Contractor attests that it is in compliance with all items listed in the instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.
- 6. Contractor shall comply with all local, state, and federal laws, as well as safety/regulatory requirements and ordinances associated with the work within this contract.
- 7. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov
- 8. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily.
- 9. Deficiencies in work performance must be corrected immediately. The City reserves the right to add or delete similar items/services as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.
- 10. It shall be the responsibility of the contractor to visit the site that will be covered in this contract and to understand the area that is to be included prior to submitting a response.
- 11. All work shall be completed in a professional manner consistent with customary industry practices.
- 12. Contractor will provide all warranty information and closeout documentation to the Owner.

- 13. Contractor shall be responsible for damage to the property caused by the contractor including, but not limited to, buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving or striping of the property or equipment used in connection therewith.
- 14. Contractor must report in writing to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov any property damage caused by the Contractor within 24 hours of the occurrence.
- 15. Contractor agrees to contact Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov if for some reason the work as called for cannot be completed in a timely manner.
- 16. Contractor agrees to provide Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov agent with all current after-hours telephone numbers.
- 17. Contractor shall not engage subcontractors to perform the Services without the City of Greenville's prior written consent by the Director of Public Works or designee. If any part of this work agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.
- 18. All new vendors, including subcontractors/consultants, must register with the City of Greenville's online portal *prior* to the rendering of goods or services.

Registration as a vendor with the City of Greenville is the responsibility of prime or subcontractor/consultant, and requires the prospective new vendor to submit a W-9, and complete the registration through the City's vendor portal at the following web address: https://cityofgreenvillenc.munisselfservice.com/vss.

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

General Contractors must provide total amounts paid to M/WBE subcontractors with each payment application/invoices.

General Contractor(s) are responsible for ensuring all subcontractors working on the project are registered as vendors with the City of Greenville and have active registration prior to contract award.

- 19. Contractor is responsible for cleaning the worksite daily prior to the end of day.
- 20. Work hours will be normal business hours (7:00AM-5:00PM), Monday Friday, and will include weekend/holiday scheduling to not interfere with Public Works operations. This will be coordinated through the Building Facilities Coordinator and Contractor.

QUALIFICATIONS PACKAGE CONTENTS AND FORMAT

Note: The response should be concise, straightforward and no more than twenty-five (25) pages, including all pertinent attachments, exhibits, appendices and product brochures.

Firms which have relevant extensive experience in replacement of existing fuel lines and the preparation, design, recovery, mitigation of existing underground fuel tanks, fuel monitoring equipment, and fuel island construction in a setting of similar size and style are invited to complete and submit a qualifications package.

To enhance comparability, the response should be outlined with the informational sequence noted below:

- 1. Cover letter
- 2. Qualifications of the Firm
- 3. Project and Technical Approach
- 4. Qualifications of Staff
- 5. Certification Forms

All responses must be submitted and received on or before 2:00 pm on Thursday, November 13, 2025.

EVALUATION CRITERIA

- 1. Cover letter (10 Points)
 - The cover letter shall summarize the key points in the response, include a statement regarding how the firm will administer this contract, appropriate introductory and contact information including the name of the firm's principal liaison, and bear the signature of a person duly authorized to legally commit the firm.
 - Provide information regarding the disciplines and specialty areas that your firm can provide.
- 2. Qualifications of the Firm (20 Points)
 - Include a statement regarding the qualifications of the firm as a business entity, past performance, and experience with a special emphasis on work similar to this scope of work.
 - Provide relevant experience of petroleum design and build in a similar setting and also include years of experience conducting similar work.
 - Proving experience working with Federal, state and/or local governments.
 - Previous work performance and quality of completed work.
 - Provide examples of completed work within the last 5 years.
- 3. Project and Technical Approach (50 Points)
 - A narrative describing your firm's approach to the specified work activities and provide a narrative of the project work plans (Design specifications, field operations, communications, work site safety, etc.) that will be developed for the project.
 - Demonstrate understanding of working with the NC Department of Environmental Quality and documentation requirements.

- Responses shall include a detailed outline of how the firm will complete the design and building of this project. Include personnel, equipment, and tools required to complete the project.
- Describe how your firm will coordinate and communicate with City staff before, during and after the project, as well as include all traffic control and pedestrian safety measures.

4. Qualifications of Staff (20 Points)

- Provide a statement describing a staffing plan that identifies the project manager(s) and other key personnel who will be assigned to the project.
- Discuss the qualifications and experience of each key individual
 - i. Proposed project manager.
 - ii. Allocation of time to the performance of work.
 - iii. Organization of the workforce and personnel utilization.
 - iv. Provide an organizational chart for all staff members who will be part of this project.

5. Certification forms

• All forms must be completed, signed, dated, unaltered and submitted with the response to be considered responsive.

The following criteria will be the basis on which contractors will be selected for further consideration:

Section:	Weight in Evaluation
Cover Letter	10%
Qualifications of the Firm:	20%
Project and Technical Approach:	50%
Qualifications of the staff:	20%

Note 1: City staff will evaluate the responses based on the factors outlined under evaluation criteria.

Note 2: All firms submitting a response are subject to an interview process at the discretion of the City.

Note 3: Any and all information submitted in conjunction with this Request for Qualifications (RFQ) and the evaluation process will not be returned to the respondent.

Responses shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 $\frac{1}{2}$ x 11 size pages.

CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT SPECIFICATIONS FOR UNDERGROUND FUEL LINE REPLACEMENT

1.0 SCOPE:

The scope of work shall include, but is not limited to, provide sealed engineered design/build plans for review and approval by the Owner, remove and replace existing concrete pad approximately 100' x 100', remove and replace all existing lines from both unleaded gas and diesel underground tanks to the existing dispensers, remove and replace fuel islands and all curbing, provide all local and state permits and inspections, and provide as-built plans, close out documentation and warranties.

2.0 GENERAL:

- 2.1 Underground fuel line replacement shall be completed in a professional manner and shall conform to these specifications.
- 2.2 Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant a written notice to the contractor specifying areas of nonperformance or unacceptable performance. Immediate cancellation of the contract or purchase order may occur if performance is not rectified in a timely manner.
- 2.3 Contractor shall be aware of the impending weather conditions and shall follow all product manufacturer's specifications and instructions when using products.

3.0 PAYMENT AND BID:

- 3.1 Payment will be made by the City to the Contractor upon said work being performed satisfactorily per specifications and within thirty (30) days of receipt of an approved invoice. All invoices must have the contract number written on them when submitted for payment.
- 3.2 Firms will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.
- 3.3 By submitting a response, the firm is attesting that they are an Equal Opportunity Employer.
- 3.4 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a response are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment.

3.5 Minority and/or Women Business Enterprise (M/WBE) 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 (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 10% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting a response agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to Wanda House, Financial Services Manager, at (252) 329-4862 or whouse@greenvillenc.gov

3.6 Contractor, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Attachment "A" to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.

3.8 TITLE VI NONDISCRIMINATION NOTIFICATION

The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.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 a response 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.

- 3.9 The City of Greenville reserves the right to reject any and all responses, to waive any informalities and to accept the response that seems most advantageous to the City.
- 3.10 Contractor must complete a new vendor application or update an existing vendor profile and associated documents as required upon acceptance of contract. New vendors must register online at the City of Greenville Vendor Self Service portal: https://cityofgreenvillenc.munisselfservice.com/yss

4.0 WORKERS' COMPENSATION AND INSURANCE:

- 4.1 The contractor must maintain during the life of this contract, Worker's Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.
- 4.2 The Contractor agrees to purchase, at its own expense, insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.
 - a. <u>Workers' Compensation Insurance:</u> No contractor or subcontractor may exclude executive officers. Workers' Compensation must include all employees

Limits:

Workers' Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.

Bodily Injury by Disease \$1,000,000 policy limit.

Bodily Injury by Disease \$1,000,000 each employee.

b. Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the City. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations. Additionally, the Consultant/Contractor must be added as an Additional Insured to the Commercial General Liability policy.

c. Commercial Automobile Liability:

Limits: \$1,000,000 combined single limit.

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

i. The Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.

- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- iii. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.
- 4.3 The contractor shall furnish such additional insurance as may be required by the General Statues of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 4.4 The contractor shall furnish the owner with satisfactory proof of insurance required before written approval of such insurance is granted by the owner. Executed contract documents, insurance certifications, invoices and other information requested are to be sent to:

Michael Turner
Building Facilities Coordinator
City of Greenville
Public Works Department
1500 Beatty Street
Greenville, N.C. 27834

Email: mturner@greenvillenc.gov

5.0 DAMAGE TO CONTRACTORS' PROPERTY:

- 5.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
- 5.2 The successful firm agrees to indemnify, or hold harmless, the City from and against any liability, loss, cost, damage suit, claim, or expense arising from any occurrence on the part of the successful firm to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful firm in fulfilling its obligations under this Agreement.
- 5.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful firm, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful firm's activities and operations while performing those services enumerated herein.
- 5.4 The successful firm shall assume full and complete liability for any and all damages to tombstones, markers, building improvements, fences, curbs, buildings, parking

blocks, islands, sidewalks, light poles, signs, landscaping, paving, striping or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

6.0 AMENDMENTS, ADDENDA OR QUESTIONS:

- 6.1 Addendum: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge reading each addendum on the contractor data sheet.
- 6.2 Amendment: The contract may be amended from time to time through written agreement by both parties.
- Any questions regarding specifications must be sent by email to Michael Turner at mturner@greenvillenc.gov
- 6.4 Schedule for questions and addenda:

Last date to submit a question: Thursday, October 30, 2025, by 4:00 p.m. Questions will be answered via addendum posted on the City's website answered by: Thursday, November 6, 2025, by 4:00 p.m.

7.0 E-VERIFY:

- 7.1 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor represents that the Contractor, and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 7.2 Bidder acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The bidder represents that the bidder, and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 7.3 All firms submitting a response are required to complete the Affidavit form included in this qualifications package.

8.0 IRAN DIVESTMENT ACT:

8.1 Vendor certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The vendor will not utilize on the contract any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

9.0 NON-COLLUSION:

9.1 Respondents, by submitting a signed response, 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.

10.0 REFERENCE INFORMATION:

10.1 All firms must provide a list of three (3) client references of similar projects. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Please provide the information on the "Contractor Reference Information" sheet and attach with the response.

11.0 CONTRACTOR INFORMATION:

11.1 Please provide the information on the "Contractor Data Form" and attach with the response. All information should be accurate and detailed in description.

The remainder of this page intentionally left blank



Contractor Reference Information

1.	Company name:		
	Title:	Phone No	
2.	Company name:		
	Contact person:		
	Title:	Phone No	
3.	Company name:		
	Contact person:		
	Title:	Phone No	

Include completed form with submitted response



Contractor Data Form

Address:	
Phone Number:	Mobile Phone Number:
Company Owner:	Company Owner Phone Number:
Authorized Company Representa	ative submitting response:
Title:	<u> </u>
Phone Number of Authorized Re	presentative:
Email:	
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COG DOC #1207574 14

Include completed form with submitted response

STATE OF NORTH CAROLINA

CITY OF GREENVILLE

AFFIDAVIT

****	***********
I,	(the individual attesting below), being duly authorized by and on behalf of
	(the entity bidding on project hereinafter "Employer") after first being duly
sworn	hereby swears or affirms as follows:
1.	Employer understands that <u>E-Verify</u> is the federal E-Verify program operated by the United States
Depart	ment of Homeland Security and other federal agencies, or any successor or equivalent program used to verify
the wo	rk authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2.	Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to
work i	n the United States, shall verify the work authorization of the employee through E-Verify in accordance with
	§64-26(a).
3.	Employer is a person, business entity, or other organization that transacts business in this State and that
emplo	ys 25 or more employees in this State. (Mark Yes or No)
	a. YES, or
	b. NO
4.	Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project
Emplo	yer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
_	day of, 20
_	ure of Affiant r Type Name:
State o	of City of
Signed	I and sworn to (or affirmed) before me, this the
Day of	f, 20
Му Со	f, 20 pmmission Expires: Notary Public Continuous Co
	Notary Public

Include completed form with submitted response

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.

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

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of
 Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the
 Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of
 the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such
 programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and
 resulting agency guidance, national origin discrimination includes discrimination because of Limited English
 proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP
 persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

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

City of Greenville
Construction Guidelines and Affidavits

These instructions shall be included with each bid solicitation.

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

Construction Guidelines for MWBE Participants

Policy Statement

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

Goals and Good Faith Efforts

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

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

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only. Firms qualifying as "WBE" for City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a "WBE" and "MBE" may only satisfy the "MBE" requirement. Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other. A complete database of NC HUB certified firms may be found at http://www.doa.nc.gov/hub/. An internal database of firms who have expressed interest to do business with the City and GUC is available at www.greenvillenc.gov. However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.

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

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

Attach to Bid At

Instructions

The Bid	der shall provide with the bid the following documentation:
	Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
	Affidavit A (if subcontracting)
OR	
	Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
	Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)
	72 hours or 3 business days after notification of being the <u>apparent low bidder</u> who is subcontracting g must provide the following information:
	Affidavit C (if aspirational goals are met or are exceeded)
OR	
	Affidavit D (if aspirational goals are <u>not</u> met)
After av	ward of contract and prior to issuance of notice to proceed:
	Letter(s) of Intent or Executed Contracts
	each pay request, the prime contractors will submit the Proof of Payment Certification, listing nts made to MWBE subcontractors.
***If a	change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form.

Minimum Compliance Requirements:

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

Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.

MBForms 2002-Revised July 2010 Updated 2015 Attach to Bid At

irm Name, Address and Phone #	Work type	*MWBE Category
THE NAME, NAME OF A PARTY OF THE PARTY OF TH	vvoik typo	WIVVBL Gatagory
		
*MWBE categories: Black, African American (B), His	nania Latina (L.) Asian Amor	ican (A) American Indian
Female (F) Socially and Econom		
If you will not be utilizing MWBE conti	ractors inlease certify by	entering zero "N"

City of Greenville AFFIDAVIT A – Listing of Good Faith Efforts

Co	nty of				
	(Name of Bidder)				
Affidavit of					
	I have made a good faith effort to comply under the following areas checked:				
	ders must earn at least 50 points from the good faith efforts listed for their bid to be sidered responsive. (1 NC Administrative Code 30 I.0101)				
	I – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and hat were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.				
	2(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.				
	B – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.				
	I – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of distorically Underutilized Businesses and included in the bid documents that provide assistance in ecruitment of minority businesses.				
	5 – (10 pts) Attended prebid meetings scheduled by the public owner.				
	6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.				
	7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on ack of qualification should have the reasons documented in writing.				
	B – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.				
	9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to ncrease opportunities for minority business participation on a public construction or repair project when possible.				
	I0 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to neet cash-flow demands.				
lde be	undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the tification of Minority/Women Business Participation schedule conditional upon scope of contract to xecuted with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) are to abide by this statutory provision will constitute a breach of the contract.				
	undersigned hereby certifies that he or she has read the terms of the minority/women business mitment and is authorized to bind the bidder to the commitment herein set forth.				
Dat	e:Name of Authorized Officer:				
	Signature:				
/	Title:				
	SEAL State of, County of				
	Subscribed and sworn to before me thisday of20				
`	Notary Public				
	My commission expires				
	orms 2002- sed July 2010				

Updated 2015

City of Greenville --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of	Contract with <u>Own</u> Worklorce.
Affidavit of	
	(Name of Bidder)
I hereby certify that it is our intent to perforn	n 100% of the work required for the
	- a value a d
(Name of Project	contract.
(Hame of Fregor	1
	s that the Bidder does not customarily subcontract elements and has the capability to perform and will perform <u>all</u> s/her own current work forces; and
The Bidder agrees to provide any additional support of the above statement.	I information or documentation requested by the owner in
The undersigned hereby certifies that he or Bidder to the commitments herein contained	she has read this certification and is authorized to bind the d.
Date:Name of Authorized Off	ïcer:
Signa	ture:
SEAL	Title:
State of, County of Subscribed and sworn to before me this	of
Subscribed and sworn to before me this	day of20
Notary Public	

My commission expires_____

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

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

County of		Periorilled by	MINADE LIIII2	
(Note this form is to be submitted only by t	he apparen	t lowest responsible, r	esponsive bidder.)	
If the portion of the work to be executed by MN COG/CITY MWBE Plan sec. III is equal to or on the bidder must complete this affidavit. This are responsible, responsive bidder within 72 hour	greater than Iffidavit shall	16% of the bidders total be provided by the app	contract price, then arent lowest	
Affidavit ofI do hereby certify that on the (Name of Bidder)				
Project ID#(Project Name)		nt of Bid \$		
I will expend a minimum of% of the enterprises and a minimum of % of the enterprises. Minority/women businesses will suppliers or providers of professional services listed below. Attach add	I be employ	ed as construction sub k will be subcontracted	contractors, vendors,	
Name and Phone Number		Work description	Dollar Value	
*Minority categories: Black, African American (B), Female (F) Socially and Eco				
Pursuant to GS143-128.2(d), the undersigned work listed in this schedule conditional upon this commitment may constitute a breach of the	execution o			
The undersigned hereby certifies that he or shauthorized to bind the bidder to the commitme			ment and is	
Date:Name of Authorized Office	r:			
Signatur	re:			
(SEAL) Titl	e:			
State of	, Coun	ty of		
Subscribed and sworn to be Notary Public			20	
My commission expires				

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City of Greenville AFFIDAVIT D - Good Faith Efforts

County of(Note this form is to be submitted		waat raananaibla raanana	oive bidder)
If the goal of 16% participation provide the following document			Bidder shall
Affidavit of		l do he	ereby certify
that on the	(Name of Bidder)		
Project ID#	(Project Name)	upt of Rid \$	
business enterprises and a min women business enterprises. It subcontractors, vendors, suppli subcontracted to the following f	Minority/women businesse iers or providers of profes	es will be employed as c sional services. Such w	onstruction
Name and Phone Number	*MWBE Category		Dollar Value
*Minority categories: Black, Africa Indian (I),Female (F)	an American (B), Hispanic o Socially and Economically D		
Examples of documentation required			

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

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

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the

Do not submit with the bid next lowest responsible and responsive bidder.

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

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

Date <u>:</u>	Name of Authorized Officer:	
	Signature:	
SEAL	Title:	
	State of, County of Subscribed and sworn to before me this day of	20
	Notary Public My commission expires	20

LETTER OF INTENT **MWBE Subcontractor Performance**

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

The MWBE status of the undersigned is certified the NC Office of Historically Under Businesses (required) Yes No The undersigned is prepared to perform the following described work or provide mate services in connection with the above project at the following dollar amount: Vork/Materials/Service Provided Dollar Amount of Contract Projected Start Date Projected Start			
The undersigned intends to perform work in connection with the above project as a: Minority Business EnterpriseWomen Business Enterpris The MWBE status of the undersigned is certified the NC Office of Historically Under Businesses (required)YesNo The undersigned is prepared to perform the following described work or provide mate services in connection with the above project at the following dollar amount: Tork/Materials/Service Provided Dollar Amount of Projected Start Projected S			
Minority Business EnterpriseWomen Business Enterpris The MWBE status of the undersigned is certified the NC Office of Historically Under Businesses (required)YesNo The undersigned is prepared to perform the following described work or provide mate services in connection with the above project at the following dollar amount: Ork/Materials/Service Provided Dollar Amount of Contract Projected Start Date			
The MWBE status of the undersigned is certified the NC Office of Historically Under Businesses (required) Yes No The undersigned is prepared to perform the following described work or provide mate services in connection with the above project at the following dollar amount: Ork/Materials/Service Provided Dollar Amount of Contract Projected Start Date Projected Start Date Dollar Amount of Contract Date Date Date Date Dollar Amount of Date Dat			
Businesses (required)YesNo The undersigned is prepared to perform the following described work or provide mate services in connection with the above project at the following dollar amount: Ork/Materials/Service Provided Dollar Amount of Projected Start Produced Contract Date Contract Date	Women Business Enterprise		
services in connection with the above project at the following dollar amount: Ork/Materials/Service Provided Dollar Amount of Contract Projected Start Date Projected Start Date Dollar Amount of Contract Date Dollar Amount of Contract Date Dollar Amount of Contract Date Date Dollar Amount of Contract Date Dat	erutilized		
(Address) Contract Date (Date) (Name & Phone No. of MWBE			
(Date) (Address) (Name & Phone No. of MWBE	Projected Ei Date		
(Address) (Name & Phone No. of MWBE			
(Address) (Name & Phone No. of MWBE			
(Address) (Name & Phone No. of MWBE			
(Address) (Name & Phone No. of MWBE			
(Address) (Name & Phone No. of MWBE			
(Address) (Name & Phone No. of MWBE			
	(Name & Phone No. of MWBE Firm)		
(Name & Title of Authorized Representative of MWBE) (Signature of Authorized Representative	ve of MWBE)		
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DDOIECT.

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project:			
Bidder or Prime Contractor:			
Name & Title of Authorized Represent	tative:		
Address:	Phone #:		
	Email Address:		
	proved change orders or amendments): \$		
Name of subcontractor:			
Proposed Action:			
Replace subcontractor Perform work with own forces			
For the above actions, you must provide reason):	one of the following reasons (Please check applicable		
The listed MBE/WBE, after having be execute a written contract.	had a reasonable opportunity to do so, fails or refuses to		
The listed MBE/WBE is bankrupt or	insolvent.		
The listed MBE/WBE fails or refuses materials.	s to perform his/her subcontract or furnish the listed		
	becontractor is unsatisfactory according to industry the plans and specifications; or the subcontractor is rogress of the work.		

If replacing subcontractor:					
Name of replacement subcontractor:					
The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required)YesNo					
Dollar amount of original contract \$					
Dollar amount of amended contract \$					
Other Proposed Action:					
Increase total dollar amount of workAdd additional subcontractorDecrease total dollar amount of workOther					
Please describe reason for requested action:					
If adding* additional subcontractor: The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required)YesNo *Please attach Letter of Intent or executed contract document Dollar amount of original contract \$ Dollar amount of amended contract \$					
	Interoffice Use Only:				
	ApprovalYN Date				
	Signature				

Pay Application No
Purchase Order No

Proof of Payment CertificationMWBE Contractors, Suppliers, Service Providers

roject Name:				
rime Contractor:				
urrent Contract Amount (including ch	ange orders): \$			
equested Payment Amount for this Pe	riod: \$			
this the final payment?Yes	No			
Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining
*Minority categorie		(B), Hispanic or Latino (L), Asian Ar Economically Disadvantaged (S) Di		(I) ,
ate:	Certified By:			
			Ivanie	
		-	Title	
PF0***** 2002	-1-	-	Signati	ure

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