

**CITY OF GREENVILLE
ENGINEERING DEPARTMENT
REQUEST FOR QUALIFICATIONS**

TRAFFIC SIGNAL POLE / MAST ARM UPGRADES

The prime firm and all sub consultants shall be prequalified by NCDOT for their respective services provided.

The City of Greenville, NC (City), is in need of professional design services for miscellaneous traffic signal modifications / upgrades. The main focus of this request is to replace existing mast-arm poles and foundations and related appurtenances at select intersections in the City's Uptown core. At a minimum, intersections included in this RFQ are listed below:

1. 5th / Cotanche

Except as provided below any firm wishing to be considered must be properly registered with the Office of the Secretary of State and with the North Carolina Board of Examiners for Engineers and Surveyors. Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and/or the NC Board for Licensing of Geologists. The Engineers performing the work and in responsible charge of the work must be registered Professional Engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Letter of Interest. Firms which are not providing engineering services need not be registered with the North Carolina Board of Examiners for Engineers and Surveyors. Some of the services being solicited may not require a license. It is the responsibility of each firm to adhere to all laws, regulations and policies of the State of North Carolina and the City.

PROJECT BACKGROUND

Signalized intersections within and adjacent to the Uptown Greenville area have aged metal poles with mast arms supporting the signal displays. These existing metal poles and mast arms are showing signs of deterioration and do not comply with current design requirements for metal poles with mast arms. Many of these poles, their anchor bolts and attached mast arms are experiencing corrosion and deterioration and some have experienced damage due to vehicular impact.

In addition, the conduit systems and junction boxes that convey wiring between these poles and the controller cabinet are similarly aged and not all are in good

condition. Some conduits may not be accessible and some runs may not have capacity to facilitate these improvements.

The City desires to replace these existing metal poles and mast arms with new metal poles and mast arms on new foundations that meet current NCDOT design criteria. In addition, to minimize the potential conflicts with prevalent underground utilities and to improve aesthetics by reducing the number of poles at an intersection, the City proposes replacing the existing single arm poles with combination mast arm poles wherever possible.

In conjunction with replacement of the poles, existing controllers and cabinets may be relocated to in-kind mounting, pole-mounted cabinets may be converted to base-mounted cabinets and existing base mounted cabinets may be relocated to a new foundation possibly in another corner of the intersection. Junction boxes may be replaced with those that meet current NCDOT Standard Specifications; existing underground conduits may be abandoned and replaced, new conduits may be installed and existing underground conduits may be intercepted to reroute and extend them.

All signals operate within the existing City Computerized Signal System and connectivity to the coordinated system must be maintained. As such the traffic control plan for construction should anticipate a construction sequence as follows:

- Maintain existing signal operations while new poles, mast arms and signal heads are installed at new locations;
- Install new or used existing conduit runs to run new signal wire between the controller and new signal heads;
- Deactivate existing heads and activate new heads, to minimize “down time” of the actual signal operation and connectivity back to the Traffic Control Center;
- Remove existing poles, mast arms and signal heads.

SCOPE OF WORK

Work on this project will include, but is not limited to, project planning, surveying, field equipment inventories, intersection base mapping and development of construction documents and estimates. The plans for the work listed above shall be prepared in electronic format. The selected firm will be expected to identify and obtain the necessary environmental permits to accomplish the project, provide topographic surveys necessary to prepare construction documents, and boundary surveys (width and dimensions) necessary to acquire any remaining property rights.

The selected firm will also be expected to coordinate the input/review of various agencies to include City boards and commissions, NCDOT, and staff.

PROJECT SCHEDULE

The City expects to award the design contract for this project in June of 2023. The City will then advertise one or all of these sites for construction, at their discretion to coordinate with all City-wide projects under construction at that time.

CONTRACT TERM

The contract term will be one (1) year with no extension

CONTRACT PAYMENT: Lump Sum

PROPOSAL SUBMITTAL REQUIREMENTS:

Proposals are limited to twelve (12) pages (not inclusive of the cover letter or appendices) and shall be typed on 8 ½"x11" sheets, single spaced, one sided. Proposals containing more than twelve (12) pages will not be considered.

Proposals should include (at a minimum) the following:

1. Brief history of the firm.
2. Qualifications of the firm.
3. Management and Staffing - Describe the management plan philosophy of project management; staff configurations; insurance coverage; and project schedule. Include brief resumes which list the qualifications and experience of key personnel from the firm and subconsultants (and/or team members) designated to perform the above listed work. Include the current registration of the project team's engineers, architects, or landscape architects within the State of North Carolina.
4. Approach - Describe the approach to be taken in addressing the scope of work. Include delineation of specific tasks to be undertaken in each project activity and their associated timing and schedule, and personnel that may be assigned.
5. Prior Related Experience - Briefly describe related experience of the firm including a contact person and telephone number for referenced projects.

Sketches, drawings, renderings, or photographs from previous projects are helpful. Identify contractors and types of contracts managed in performance of similar work as described in this Scope of Work.

6. Schedule - Tentative schedule of tasks illustrating milestones and the delivery schedules of relevant submissions.
7. MWBE status – Provide status of firm and subconsultants (and/or team members). Note: Any firm/subconsultant claiming WBE/MBE status must be certified by the NC Department of Administration’s HUB office.
8. Current Projects - List all projects currently under contract and all projects for which the contract is pending.

QUESTIONS:

Questions must be asked in writing via email addressed to Stacey Pigford at spigford@greenvillenc.gov with the RFQ number mentioned in the subject line of the email. All questions must be submitted by Wednesday, April 12th, 2023 by 12:00 noon, and answers will be provided via an addendum posted on the City’s website.

PROPOSAL SUBMISSION AND DEADLINE:

Interested firms are invited to submit three (3) copies of your proposal for this work by **4:00 pm on April 20th, 2023** to the following:

City of Greenville Engineering Department
Attn: Mrs. Stacey Pigford, P.E.
1500 Beatty Street
Greenville, NC 27834

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

RIGHT TO REJECT:

The City reserves the right to reject any or all proposals. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any firm proposing to do the work with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not

it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for the work with one or more firms that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion.

SELECTION PROCESS

Following is a general description of the selection process:

- All qualified firms who submit responsive, responsible proposals will be considered.
- The proposals received in response to this RFQ will be evaluated and ranked, by the Evaluation Committee in accordance with the process and evaluation criteria contained below.
- Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred.
- After thoroughly reading and reviewing this RFQ, each Evaluation Committee member shall conduct their independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth below.
- The Evaluation Committee may, at the City's discretion, shortlist a minimum of three (3) firms to be interviewed. IF APPLICABLE, dates of shortlisting and dates for interviews are shown in the SUBMISSION SCHEDULE AND KEY DATES at the end of this RFQ.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

It is the policy of the City to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) **goal** for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals and supply other information as requested in the "MWBE

Professional Services Forms” included in Appendix B. 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 the MWBE Office at (252) 329-4462.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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.

TITLE VI NONDISCRIMINATION NOTIFICATION

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

SELECTION CRITERIA

Criteria for the selection of the Consultant will include the following and their respective weights:

Criterion	Weight
Approach of the firm for the project	40%
Performance of the firm and/or proposed team on similar projects	25%
Qualifications of individual(s) proposed for the duties	25%
Ability to perform to Schedule	10%
Total Score	100%

Score Points	
0	Missing Response
1	Poor Response
2	Satisfactory Response
3	Good Response
4	Excellent Response

North Carolina firms qualified to do the required work will be given priority consideration. A North Carolina firm is a firm that maintains an office in North Carolina staffed with an adequate number of employees judged by the City/Department to be capable of performing a majority of the work required.

After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed MWBE participation will be given priority consideration. After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed SPSF participation will be given priority consideration.

An interview phase may or may not be a part of selection for this project. If an interview phase of the selection process is deemed necessary after the initial review of proposals, interviewees will be evaluated based on the following criteria:

1. Overall quality of project presentation
2. Team dynamic
3. Quality of answers provided during the interview

Once a preferred candidate is chosen, the City will work with the project team to develop a more detailed scope of services to be included in the project contract. The City reserves the right to negotiate a contract, including the final scope of work and contract price, with any respondent or other qualified party.

SUBMISSION SCHEDULE AND KEY DATES

Event	Date and Time
Issuance of RFQ	March 29, 2023
Deadline to Submit Questions	April 12, 2023
Answers to Questions Provided	April 14, 2023
Proposals Due	April 20, 2023
Selection	May 11, 2023

ATTACHMENT A
GENERAL TERMS AND CONDITIONS

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

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

shall not be obligated to make payment to the Contractor for any services performed under this contract.

5. **GOVERNING LAW:** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.
7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City, and as such, Contractor, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
8. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
9. **INSURANCE REQUIREMENTS:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, North Carolina, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 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

10. **INDEMINIFICATION AND HOLD HARMLESS**: All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the CONTRACTOR and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the CONTRACTOR in fulfilling its obligation under this contract. It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the CONTRACTOR'S activities and operations while performing services under this contract.

11. **E-VERIFY COMPLIANCE**: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

12. **IRAN DIVESTMENT ACT**: By submitting a proposal, the Vendor certifies that:
(i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

13. **ADVERTISING**: The Contractor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.

14. **FORCE MAJEURE**: Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts,

job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved or the contract may terminate.

15. **ASSIGNMENT:** This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.

16. **CONFLICT OF INTERESTS:**

- a. Contractor is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.
- c. Contractor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Contractor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the

proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

17. **TERMINATION:** The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

ATTACHMENT B

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

**City of Greenville
MWBE Guidelines for Professional Service Contracts
\$50,000 and above**

These instructions shall be included with each bid solicitation.

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

MWBE Guidelines for Professional Service Contracts \$50,000 and above

Policy Statement

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

Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Professional Services	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions

The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

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

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

Sub-Service Provider Utilization Commitment

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

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

Proof of Payment Certification

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

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

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

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

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

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 subconsultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*
 Check box to indicate documentation is attached.
- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.
 Check box to indicate documentation is attached.
- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final subconsultant is not MWBE).**

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Sub-Service Provider Utilization Commitment

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

We _____, do certify that on the

 (Company Name) _____ we will expend a minimum of _____ %

 (Project Name)

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

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

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

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

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

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

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

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

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

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

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

Increase Decrease No Change

Name of subconsultant: _____

Service provided: _____

Proposed Action:

Replace subconsultant
 Perform work in-house

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

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

The listed MBE/WBE is bankrupt or insolvent.

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

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

If replacing subconsultant:

Name of replacement subconsultant: _____

Is the subconsultant 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 subconsultant*
 Decrease total dollar amount of work Other

Please describe reason for requested action: _____

**If adding additional subconsultant:*

Is the subconsultant a certified MWBE? Yes No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

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: _____

Certified By: _____

Name

Title

Signature