



PLANNING AND  
DEVELOPMENT SERVICES

**Small Business Assistance Grant Program  
Financial Underwriting Consulting Services**

**Request for Proposal**

**RFP #: 22-23-47**

**Issued Date: Friday, June 9, 2023**

**Due Date:**

**Friday, June 23, 2023 @ 4:00 p.m. (EST)**

**Contact Person: Tiana Berryman**

**Title: Housing Division Administrator**

**Phone Number: 252.329.4518**

**Email Address: [tberryman@greenvillenc.gov](mailto:tberryman@greenvillenc.gov)**

**“LATE PROPOSALS WILL NOT BE ACCEPTED”**

**Issuing Department:**

**Planning and Development Services Department**

**Housing Division**

**201 West Fifth Street**

**Greenville, North Carolina 27858**

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# 1 INTRODUCTION

## 1.1 Purpose

The City of Greenville (COG) is soliciting proposals from qualified consulting firms wishing to serve as Underwriter in connection with COG's American Rescue Plan Act (ARPA) Small Business Assistance Grant Program. The deadline for local businesses to submit applications for this grant was May 30, 2023, at 11:59 pm. The City of Greenville is looking to procure an outside consultant to effectively evaluate and assess each applicant's financial and credit profile, identify potential risk areas and produce an underwriting memo for each applicant.

The American Rescue Plan Act (ARPA) delivered \$24.7 million in local fiscal recovery funding to the City of Greenville as an infusion of federal resources to address the economic impact of COVID-19 on the community. Per federal guidance, the money can be used locally for supporting public health response, replacing City revenue loss, addressing negative economic impacts, premium pay for City workers, water and sewer infrastructure, or broadband infrastructure.

Local fiscal recovery dollars are considered to address the negative impact of COVID-19 and support public health response when expended within a Qualified Census Tract (QCT), an area where 50 percent or more of households are at an income level less than 60 percent of the area's gross median income.

The Council voted unanimously in favor of moving forward with the American Rescue Plan Act (ARPA) program that will assist small businesses in development, growth, and continued recovery from the COVID-19 pandemic. There are \$400,000 of City of Greenville ARPA funds appropriated for the program with as much as \$50,000 to be awarded to each selected small business that meets certain requirements.

The small business assistance program is designed to provide support for startup businesses and existing businesses that were disproportionately impacted by the pandemic. Potential assistance could cover building rehabilitations, up-fits or expansions, facade improvements or the purchase of equipment among other costs.

To qualify for the assistance, a business must be within the city limits and located in a qualified census tract as identified by the U.S. Department of Housing and Urban Development (HUD). Additionally, the business must be independently owned and operated with five or fewer locations and 100 or fewer employees. Business gross sales must not exceed \$5 million. The City has also established a scoring system to rank applicants based on financial document reviews, budget projections, previous assistance, and credit and background checks.

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

## 1.2 **Background**

There is so much that makes The City of Greenville a great place to live, work, play, and visit. In recent surveys, more than 70 percent of residents and visitors rated Greenville as a great place to live and a great place for quality of life. Here are just a few things that make our community special:

- Cost of living is more than 10 percent below national average
- Vibrant Uptown District that continues to grow and offers numerous restaurant and retail options
- Variety of festivals and special events held throughout the year such as City-sponsored events like PirateFest and Freeboot Friday or events sponsored by other organizations such as East Carolina University
- River access providing boating, paddling or fishing opportunities
- Approximately 9 miles of greenways
- A science and nature center at River Park North as well as a trail system
- Hundreds of recreational opportunities for people of all ages
- Nearly 30 parks or recreational facilities that are open to the public
- A growing performing arts community that includes musical and theatre performances
- Visual arts opportunities such as the First Friday Art Walk, sculptures along the greenway, an art zoo near the Off Leash Dog Area, and murals along with museums and galleries
- Local markets such as the Umbrella Market
- A centrally located transportation hub (G.K. Butterfield Center) that provides multimodal public transportation connections

## 1.3 **Request for Proposals (RFP) Timeline**

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

<b>RFP Process</b>	<b>Date</b>	<b>Time</b>
RFP Advertisement Date	June 9, 2023	
Deadline for written questions	June 16, 2023	5:00pm (EST)
City Response to questions (anticipated)	June 20, 2023	
Proposal Due Date and Time	June 23, 2023	4:00pm (EST)
Notification of Award (anticipated)	June 30, 2023	

## 1.4 **Proposal Questions**

It is the Proposer's responsibility to ensure that all addenda have been reviewed and considered in the preparation of its proposal. Requests for clarification and questions to this RFP must be received by the City no later than the date shown above in Section 1.3, entitled "RFP Timeline" for the submittal of written inquiries.

The firm’s failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm’s acceptance of all City’s terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to the City website. No information, instruction or advice provided orally or informally by City personnel, whether made in response to a question or otherwise in connection to this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely only on written material contained in an Addendum to this RFP.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Tiana Berryman	<a href="mailto:tberryman@greenvillenc.gov">tberryman@greenvillenc.gov</a>

Questions asked via telephone will not be answered.

**1.5 Proposal Submission Requirements and Contact Information**

Proposals must follow the format as defined in Section 2 PROPOSAL, and be addressed and submitted as follows:

<b>City of Greenville Municipal Building 201 West Fifth Street Greenville, NC 27858</b>	
<b>Attention:</b>	<b>Tiana Berryman, Housing Division Administrator</b>
<b>RFP No. / Title:</b>	<b>22-23-47/ Small Business Assistance Grant Program Financial Underwriting Consulting Services</b>

Proposals must be enclosed in an envelope or packaged and clearly marked with the name of the submitting company, the RFP number and the RFP Title.

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

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a Flash Drive. Both hard copy and electronic version must be received by the City on or before the RFP due date and time provided in Section 1.3. Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

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

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

#### **1.6 Rights to Submitted Materials; Public Records Requirements**

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

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

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

information pursuant to the public records request without any penalty from or liability to the proposer.

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

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

**1.7 Communications**

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

**1.8 Lobbying**

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

**1.9 Proposer Expenses**

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

**1.10 Proposer Acceptance**

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

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

## **2 PROPOSALS**

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

### **2.1 Request for Proposal Required Documents Format**

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

#### **Tab 1: Cover Letter**

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

#### **Tab 2: Corporate Background and Experience**

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

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



**Tab 3: Project Understanding, Approach and Schedule**

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

**Tab 4: Team Firm, Experience and Certifications**

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

**Tab 5: Cost**

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

**2.2 RFP Documents**

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

**3 PROPOSAL EVALUATION**

**3.1 Proposal Evaluation Criteria**

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

Criteria	Scoring (Points)
Compliance with the RFP requirements; quality, clarity and completeness of services proposed in relation to the response to the scope of work. The Proposer shall provide a work plan that describes how they intend to provide the services described in the Scope of Work and how the Proposer can meet the needs of the City based on the proposed timeframe.	0 - 15
<p>Respondent’s Proven, Knowledge, and Experience</p> <p>This includes and is not limited to following:</p> <ul style="list-style-type: none"> <li>• Quality of Methodology/Technical Approach; does the methodology depict a logical approach to fulfilling the requirements of the RFP.</li> <li>• Understanding of the project as outlined in the RFP.</li> <li>• Experience in providing high quality services of similar type work in this RFP, your organization’s experience as it pertains to providing services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.</li> <li>• Qualifications of key personnel/management team.</li> <li>• Knowledge of best practices.</li> </ul>	0 - 40
Demonstrated experience with similar type work and references. Capability of the Proposer to undertake and support services as described by this Request for Proposals based on reputation and customer references regarding the Proposer’s performance for organizations with needs like the City of Greenville’s, particularly in the government sector.	0 - 20
Reasonableness of hourly rates for services proposed.	0 - 20
Project schedule to include project deliverables and a detailed timeframe.	0 - 5
<b>Total Possible Score</b>	<b>0 - 100</b>

**3.2 Final Selection**

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in section 3.1.

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

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

**3.3 Notice to Proposers Regarding RFP Terms and Conditions**

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

**4 SCOPE OF SERVICES**

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 4.

The Consultant will work with staff from the City of Greenville in the preparation of the deliverables as follows:

<b>APPENDIX I</b>					
<b>PROPOSER QUESTIONNAIRE</b>					
The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.					
Company Name:		d/b/a (if applicable)			
Street / PO Box:					
City:		State:		Zip Code:	
Phone:		E-Mail:			
Website (if applicable):					
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> other					
Number of years in business under company’s present name:					
Federal Tax ID #		DUNS #			
Are you certified with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not applicable: <input type="checkbox"/>					
Contact for this Contract:		Title:			
Phone:		E-Mail:			
Have you ever defaulted or failed on a contract: (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>					
List at least three (3) references for which you have provided these services (same scope/size) in the past three years – preferable government agencies. <u>Do not include City of Greenville as a reference to meet the requirement of listing at least (3) references.</u> <b>PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.</b>					
1.	Company:				
	Contact Person:		Title:		
	Phone:	Fax:	E-Mail:		
Describe Scope of Wok:					
2	Company:				
	Contact Person:		Title:		
	Phone:	Fax:	E-Mail:		
Describe Scope of Wok:					
3.	Company:				
	Contact Person:		Title:		
	Phone:	Fax:	E-Mail:		

Describe Scope of Wok:			
4.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Wok:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:		Date:	

**APPENDIX II**  
**City of Greenville**  
**RFP for Small Business Assistance Grant Program**  
**Financial Underwriting Consulting Services**  
Reference Questionnaire

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

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

**City of Greenville**  
**(RFP) 22-23-47 for Small Business Assistance Grant Program**  
**Financial Underwriting Consulting Services**  
**REFERENCE QUESTIONNAIRE**

\_\_\_\_\_  
(Name of Business Requesting Reference)

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

This form is to be returned to the City of Greenville, Tiana Berryman, via email: [tberryman@greenvillenc.gov](mailto:tberryman@greenvillenc.gov) no later than **4:00pm, EST June 23, 2023**, and **MUST NOT** be returned to the company requesting the reference. For questions or concerns regarding this form, please contact the City of Greenville, Point of Contact above.

Company Providing Reference: \_\_\_\_\_

Contact Name and Title/Position: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Questions:

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX III CONTRACT STANDARD TERMS AND CONDITIONS**

The contract terms provided herein 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 of Greenville reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Greenville contract provisions.

1. Compensation; Time of Payment

The standard City of Greenville payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to ([lguttman@greenvillemnc.gov](mailto:lguttman@greenvillemnc.gov)) or mail to the City of Greenville, Lori Ellyn Guttman, Planner II, 201 West 5<sup>th</sup> Street, NC 27858. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

City of Greenville  
Attn: Lori Ellyn Guttman, Planner II  
Housing Division  
Telephone: 252-329-4607  
201 West 5<sup>th</sup> Street  
Greenville, NC 27858

3. Non-Discrimination

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

4. 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.

Questions regarding the City’s MWBE Program should be directed to the MWBE Office at (252) 329-4462.

5. 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.

6. 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.

7. Assignment

Neither the City nor the Contractor will assign, sublet, or transfer their interest, duties, or obligations hereunder without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it create any rights or benefits to parties other than the City and the Contractor, except such other rights as may be specifically called for herein.

8. Applicable Law

All matters relating to this Contract 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 relating to



this Contract shall be Pitt County Civil Superior Court or the United States District Court for the Eastern District of North Carolina.

1. Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

**Commercial General Liability** – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Automobile Liability** – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COG site.

**Worker's Compensation & Employers Liability** – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

**Additional Insured** – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Greenville is named additional insured as their interest may appear**'.

**Certificate of Insurance** – Contractor agrees to provide COG a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

**The Certificate Holder address should read:**

**City of Greenville  
200 West Fifth Street  
Greenville, NC 27858**

**Umbrella or Excess Liability** – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Greenville as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

**Professional Liability** – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as Contracting, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Greenville’s Safety/Risk Manager.

7. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

8. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

The Contractor shall maintain the right of reuse to any drawings or specifications provided or furnished by the Contractor. The City acknowledges that such drawings or specifications are not intended or represented to be suitable for reuse by the City or others on extensions of the project or on any other project.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

9. Force Majeure

Except as otherwise provided in any 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 an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

10. Advertising

The Contractor shall not use the existence of this Contract, or the name or the City of Greenville, as part of any advertising without prior written approval from the City.

11. Cancellation

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.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City.

Notwithstanding the foregoing, in no event will the total amount due to Contractor under

this section exceed the total amount due Contractor under this Contract. 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.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

12. Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractor's employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

13. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any

other provisions of his/her Contract conflict with this paragraph, the provisions of this section shall control.

14. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract, and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

15. Right to Audit and Examination of Records

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.

f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.

g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.

16. E-Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

17. Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

18. Companies Boycotting Israel Divestment Act Certification

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

19. Conflict of Interest

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

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

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

For purposes of determining any possible conflict of interest, all firms, must disclose if any Greenville Urban Area Metropolitan Planning Organization Board Members, Employee(s), Advisory Committee Member(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Name(s)	Position(s)

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Company: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

Address: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PHONE NO: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

20. Debarment

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**  
(Compliance with 49CFR, Part 29)

I hereby certify that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into contract by any federal agency, or any department, agency, or political subdivision of any State and will immediately notify the City of Greenville and the Greenville Urban Area MPO of any such actions.

Name of Consultant / Firm \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_  
*Signature of Authorized Representative*

Title: \_\_\_\_\_

### **Instructions for Certification**

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.



## APPENDIX IV EXCEPTIONS TO RFP

Check one:

NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.

EXCEPTIONS ARE LISTED BELOW

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