



## **Recreation and Parks Department**

**2000 Cedar Lane  
Greenville, NC 27858**

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

Date of Issue: *June 16, 2023*

#### **Sports Complex Feasibility Study**

Through this RFP the City of Greenville is soliciting proposals from professional firms for the provision of a report and recommendations regarding the feasibility of constructing and operating a sports complex in the City of Greenville.

Project Manager Contact Information:  
Mark Nottingham, Parks Planner  
City of Greenville  
Recreation and Parks Department  
(252) 329-4242 [mnottingham@greenvillenc.gov](mailto:mnottingham@greenvillenc.gov)

## 1. DEFINITIONS IN THIS RFP

“*City*” means the City of Greenville.

“*Proposal*” is the response of a person, firm, or corporation proposing to provide the services sought by this RFP.

“*Proposer*” is the person, firm, or corporation that submits a proposal.

“*Designer*” is the Proposer with which the City enters into a contract to provide the services stipulated in this RFP.

## 2. PURPOSE OF RFP & SCOPE OF SERVICES

The purpose of this RFP is to secure a firm to complete a sports complex economic feasibility study that will provide the following guidance and direction to the City:

- Assist in determining whether the development of a sports complex within the Greenville, N.C. market makes financial and practical sense.
- Provide recommendations on the type of sports complex that will cater best to the Greenville, N.C. market based on findings derived from the Contract Deliverables.

### 2.1. SCOPE OF SERVICES

The City of Greenville seeks a qualified firm to complete a detailed feasibility study that evaluates the economic impact on the Greenville market from the development of a sports complex that will attract and host state and regional sports tournaments, competitions, and other athletic events, be a significant boost to the area’s sports tourism industry, and provide recreational opportunities for City residents. The feasibility study shall center only on an evaluation of each the following types of potential sports complexes:

Indoor Sports Complex: A complex comprised of 1) multi-purpose rectangular courts that can be used for basketball, volleyball, pickle ball and other types of sports typically played on such surfaces and/or 2) other sports and recreational related facilities / amenities commonly found within an indoor sports complex.

Outdoor Sports Complex: A complex comprised of multipurpose rectangular and diamond shaped surface fields that can be used for soccer, lacrosse, rugby, baseball, softball and other types of sports and activities played on such surfaces.

The study shall evaluate each type of complex relative to the following key parameters:

- Market demand
- Economic impact to Greenville
- Capital cost of construction
- Annual cost of operation
- Impact to local residents

CONTRACT DELIVERABLES – For each type of complex (both indoor and outdoor), the Proposer shall complete a feasibility study that includes the following deliverables:

- a. Market Analysis and Demand: The study shall evaluate the economic impact of existing sports complexes found in the Virginia, North Carolina and South Carolina markets with specific emphasis on complexes found in the Eastern North Carolina market. The study shall specifically focus on the market demand for a sports complex in the Greenville market, relative to the supply and utilization of existing sports complexes in the analyzed regions.
  
- b. Economic Impact: The study shall include an analysis of the economic impact of a sports complex, relative to its size and based on market demand. The economic impact shall be comprehensive and include, but not be limited to, the following:
  - Projected number of annual events that could be hosted at the complex broken down by sports and activity type.
  - Projected number of annual attendees (participants and spectators) at events held at the sports complex. The analysis shall include an estimate of the annual number of days visited to the Greenville market due to events hosted at the sports complex.
  - The projected annual revenues realized by the City due to events hosted at the sports complex. Such revenues shall include, but not be limited to, sales tax revenues, occupancy tax revenues, event revenues, rental revenues, concession revenues and any and all other direct revenues generated from the hosting of such events.
  - Estimated annual impact to the Greenville business economy from events hosted at the sports complex. The impact shall include, but not be limited to, projected revenues to be derived by the hospitality industry as well as local retail and commercial businesses within the Greenville market. The study shall also consider potential economic growth that could be derived in the Greenville market from the development of a sports complex.
  - Estimated number of new jobs (part-time and full-time) created.
  
- c. Capital Cost: The study shall provide a detailed estimate regarding the capital cost needed to bring the sports complex into operation. The projected capital cost shall be comprehensive and include, but not be limited to, the following:
  - Land acquisition
  - Geotechnical
  - Design
  - Construction
  - Lighting
  - Parking

The capital cost estimate shall be based on the size of the complex relative to market demand and include varying cost estimates based on the number and size of fields/courts included in the complex. The capital cost estimate shall also consider the types of amenities that could be included as a component of the complex (i.e. walking trails, playgrounds, multi-purpose room, exercise room, etc.)

With concerns to an outdoor sports complex, the study shall provide a probable cost estimate for a natural turf complex versus an artificial turf complex. With concerns to an indoor sports complex, the study shall provide a probable cost estimate for a traditional brick and mortar complex versus a modular, fabric membrane complex.

- d. Operational Cost: The study shall provide a detailed estimate of the annual operating cost to manage and maintain the complex. The analysis shall be comprehensive and include all probable costs to be incurred by the City for the purpose of hosting sporting events and maintaining the facilities. The estimated operating cost shall be relative to the size of the complex.
- e. Net Operating Impact: The study shall analyze the projected annual net operating impact to the City from the development of a sports complex. The annual net operating impact shall include the projected annual direct revenues to be realized by the City from the operation of the sports complex less the projected annual operating costs to be realized by the City in order to operate the sports complex.
- f. Resident Impact: The study shall provide information on potential advantages to the Greenville community from the development of the sports complex.
  - The study shall document how the sports complex could be used by residents and how it could impact existing and future sports programs and sports travel by residents.
  - The study shall include an analysis of how the complex could be used on a supplemental basis by the City to operate City programs and activities for the benefit of local residents.
- g. Funding Opportunities: The study shall provide realistic options for funding the design, construction, operations, and maintenance of the proposed sports complex.
- h. Complex Comparison: The study shall provide a comparison of the advantages, disadvantages, pros, and cons of an outdoor sports complex versus an indoor sports complex. The comparison shall be based on findings derived from the Contract Deliverables (i.e. Market Analysis, Economic Impact, Capital Cost, Operational Cost, Net Operating Impact, and Resident Impact).
- i. Recommendation: The study shall provide a recommendation on the type of facility that will best meet the needs of the Greenville market based on:

- Projected economic impact on local sports tourism
- Projected impact to City residents

The recommendation shall take into consideration the findings derived from the Contract Deliverables (i.e. Market Analysis, Economic Impact, Capital Cost, Operational Cost, Net Operating Impact, Resident Impact, and Complex Comparison). The recommendation shall include the following details as well:

- The types of sport activities that could be activated in the complex
- The size of the complex relative to the market demand
- Potential phasing options based on capital cost.

The proposed size of the facility shall consider all possible factors such as local hotel capacity and the potential for growth, potential facility use by residents, operational expenses, as well as other applicable factors.

This scope provides a best representation of the work to be completed. However, the City reserves the right to make reasonable changes in scope that do not significantly augment the overall outcome of the project.

The Proposer, based on their expertise in the field, may also recommend additional items to include in the scope.

## 2.2. COMPLETION TIMELINE

The Proposer selected by the City to perform the feasibility analysis shall complete the analysis and submit a final report by December 31, 2023. A progress report of the study will need to be submitted by November 8, 2023.

In addition, the Proposer selected shall present the study results and recommendation(s) to the Greenville City Council at a public meeting in January 2024.

## 2.3. CITY RESPONSIBILITIES

The City of Greenville shall be responsible for:

- a. Providing the consultant with copies of relevant materials that can assist the consultant in the feasibility study. Note that the City can only provide materials that are currently in existence, and is not responsible for information that is incorrect, incomplete, or out of date.
- b. Providing the consultant with copies of relevant City plans, studies, master plans, ordinances, design guidelines and special plans.
- c. Providing the consultant with a summary of the findings from any previous related Public Input Sessions, if they exist.

- d. Providing access to relevant City owned sites during normal business hours of operation.

The City of Greenville shall work closely with the consultant to answer questions, make decisions, provide guidance and assist with coordination where needed. The City's responsibilities do not include conducting research and design tasks for the consultant.

## 2.4. CONTRACT

It is the City's intention to use a standard contract template provided by the City. The City may include additional contract provisions, some of which are found in Appendix C.

## 3. SUBMITTAL REQUIREMENTS

Firms that are interested in providing the required services to the Greenville Recreation and Parks Department (GRPD) are invited to submit a Proposal in electronic format along with five paper hard copies, to Mark Nottingham at 2000 Cedar Lane, Greenville, NC, 27858, and [mnottingham@greenvillenc.gov](mailto:mnottingham@greenvillenc.gov). Each firm is solely responsible for the timely delivery of its Proposal. All Proposals must be received **by 2:00 pm local time on Tuesday, July 11, 2023. No Proposal Packages will be accepted after this deadline.** Firms accept all risks of late delivery regardless of fault.

### 3.1. SUBMITTAL TIMELINE

The following is the likely schedule and timing leading up to a contract signing. The City may change this schedule as appropriate

Advertisement .....	<b>June 16, 2023</b>
Last Day to Submit Questions.....	<b>June 30, 2023</b>
Proposals Submitted .....	<b>July 11, 2023</b>
Short Listed Consultant Interviews (if needed) .....	<b>July 18-20, 2023</b>
City Council Consultant Approval .....	<b>August 7, 2023</b>

### 3.2. FORMAT

The Proposal should be divided into the individual sections listed below. Proposers are urged to include only information that is relevant to this specific project so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP and emphasize the Proposer's demonstrated capability to provide services of this type.

All requirements and questions should be addressed and all requested data should be supplied. The City reserves the right to request additional information which, in its opinion, is necessary to ensure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

#### 3.2.1. COVER LETTER

The Proposal should contain a cover letter, signed by a principal in the firm, indicating his or her title that he or she has authority to submit the Proposal on behalf of the firm, including the cover

letter, and which should contain the following statement:

“The undersigned has the authority to submit this Proposal on behalf of the legal name of company in response to the City of Greenville RFP for a Sports Complex Feasibility Study”

The cover letter should contain one of the following two paragraphs:

“With respect to all trade secrets that the Proposer may submit to the City in connection with this RFP or the Contract, if the Contract is awarded to the Proposer, the Proposer shall comply with the section of the RFP titled “Trade Secrets and Confidentiality,” (see Appendix A) including but not limited to all of its subsections, such as the subsection titled “Defense of City.” The Proposer acknowledges that the City will rely on the preceding sentence.”

-or-

“The Proposer is not submitting and shall not submit any trade secrets to the City in connection with this RFP or the Contract, if the Contract is awarded to the Proposer.” The Proposer acknowledges that the City will rely on the preceding sentence.”

### 3.2.2. NON-COLLUSION

This RFP constitutes an invitation to bid or propose. Firms and their staff are prohibited from communicating with elected City officials and City employees regarding the RFP or submittals from the time the RFP has been released until all respondents have been notified and the selection results have been publicly announced. These restrictions extend to “thank you” letters, phone calls, and emails and any contact that results in the direct or indirect discussion of the RFP and/or the Qualification Package submitted by the firm/team. Violation of this provision by the firm/team and/or its agents may lead to the disqualification of the firm’s /team’s submittal from consideration. Exceptions to the restrictions on communications with City employees are detailed in Section 3.5 of the RFP. Acknowledge that you have read this section by including the following signed Non-Collusion affidavit with your response:

*The City of Greenville prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.*

*I, \_\_\_\_\_ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, proposal, or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

*Signature: \_\_\_\_\_*

### 3.2.3. PROJECT TEAM (TAB 1)

Behind “Tab1” respond to the following requirements in the same sequence as listed:

- a. Identify the legal entity that would enter into the contract with the City and include location of company headquarters, local office location, type of business (sole proprietorship, partnership, or corporations), state of incorporation or organization, and the name and title of the person authorized to enter into an agreement.

- b. Identify the primary contact professional who would be assigned responsibility for this project and note their experience with projects of a similar scope. Also identify other assigned personnel, their qualifications and their location.
- c. For proposed sub-consultants, provide the name of each firm, the office location, contact name and telephone number, and the service to be provided.
- d. Provide an organizational chart, identifying all key members of the team including sub-consultants who would be assigned to this project. **Specifically identify individuals who will serve as project managers.**
- e. Provide a description of the professional and technical experience, background, qualifications and professional licensing / certification of the firm. The Proposer should show that their firm possesses demonstrated experience in all areas of the project scope of services.
- f. Include detailed resumes of all team members assigned to this project including sub-consultants.
- g. Illustrate the project availability of proposed project team members by indicating the percentage of their time to be devoted to the project.

#### 3.2.4. RELEVANT EXPERIENCE (TAB 2)

Provide a summary of Proposer's experience with projects of similar scope.

Behind "Tab 2", to be attached to the Proposal, include detailed information for a maximum of ten previously completed projects by the firm or its sub-consultants that are similar in nature to this specific project, including, but not limited to, contracts with the City, currently in progress or having been performed in the past five (5) years comparable to this project as follows:

- List only projects **involving current staff** comprising your proposed team;
- List projects in **date order** with newest project listed first; and
- List projects in **North Carolina** first, followed by projects located in other states.

Information should include a description of the project, scope of work, location of project and total project cost; client name and telephone number; and dates of project work. As part of the selection process the City may contact the Proposer's references.

#### 3.2.5. METHODS AND PROCEDURES (TAB 3)

The Proposal should provide a detailed methodology for accomplishing the entire project scope. This project approach shall include additional suggestions that are not specifically requested in this RFP, but are considered necessary to ensure the most comprehensive feasibility study.

The respondent shall also provide an estimated amount of time needed to complete this scope of work. There is a not to exceed timeframe of 6 months after contract is fully executed.

If your Proposal assumes that the City will take certain actions or provide certain facilities, data or information, state these assumptions explicitly.

### 3.2.6. EQUAL BUSINESS OPPORTUNITY PROGRAM (TAB 4)

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 an adopted a Minority and Women Business Enterprise (M/WBE) 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 M/WBE 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 "M/WBE Professional and Personal Services Forms" included in Appendix B. Failure to complete the M/WBE forms shall be cause to deem the submittal nonresponsive.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4462.

#### Equal Employment Opportunity Clause

The City of Greenville is an equal opportunity employer and strictly prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, age, gender, disability, national origin, genetic information, sexual orientation, gender identity/reassignment or expression, military or veteran status, marital status, or any characteristic protected by applicable law.

Include the completed forms behind "Tab 4" to be attached to the SOQ.

### 3.3. LIMIT ON CLAIMS

No Proposer will have any claims or rights against the City for participating in the RFP process, including without limitation submitting an Proposal. The only rights and claims any Proposer will have against the City arising out of participating in the RFP process will be in the Contract with the selected Proposer.

### 3.4. COMMUNICATION GUIDELINES AND QUESTIONS

Firms may submit written questions concerning this RFP to the Project Manager for receipt no later than **5 pm local time on Friday, June 30, 2023**. Any questions about the RFP should be submitted, in writing via email to:

Mark Nottingham, Parks Planner  
City of Greenville  
Recreation and Parks Department

via Email: [mnottingham@greenvillenc.gov](mailto:mnottingham@greenvillenc.gov)

Questions received after the stated deadline will not be answered. Answers to submitted questions will be published. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP, and changes to the RFP, if any, shall be made in writing only and issued in the form of an Addendum to the RFP.

### 3.5. COMPENSATION

Proposal shall include a fee to accomplish the proposed scope of work. Compensation will be negotiated with the successful Proposer.

### 3.6. EVALUATION CRITERIA

It is the policy of the City that the selection of firms to provide professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. GRPD shall conduct a fair and impartial evaluation of all submittals that are received in accordance with the provisions of this RFP. GRPD will appoint a selection committee to perform the evaluations, and shall put each Proposal submitted through a process of evaluation to determine responsiveness to all administrative and technical requirements of the RFP.

The evaluation criteria are intended to be used to make a recommendation to the entity or person who will award the contract, but who is not bound to use these criteria or to award to a firm on the basis of the recommendation. Further, the City reserves the right to vary from this procedure as it determines to be in the City's interest. For example, the City may request clarification of any point in a firm's/team's Proposal Package or obtain additional information. Final approval of any selected firm/team is subject to the action of City Council.

#### 3.6.1. EVALUATION METHOD

Compliance Check: All Proposals will be reviewed to verify that minimum requirements have been met. Proposals that have not followed the requirements in this RFP or do not meet minimum content and quality standards may be eliminated from further consideration.

Analysis: Members of an evaluation team assigned by the Project Manager will independently analyze each Proposal. The evaluation team will analyze how the Proposers' qualifications, experience, professional content, and proposed methodology meet the City's needs. Points will be assigned by each committee member using the point-scoring schedule below as a guideline.

At the discretion of the City, the evaluation team may decide to conduct interviews of a short list of Proposers.

#### 3.6.2. POINT-SCORING SCHEDULE

Proposals will be evaluated using the minimum following criteria (Total possible points = 100):

1. Proposer's Qualifications and Experience: 30 Points  
Verifiable technical capacity, experience on similar projects and an outstanding record of successfully completed projects. Past performance on City projects may be considered.
2. Personnel Qualifications and Experience: 20 Points

Proposer's principal(s), years of experience and number of years with the firm/company. Proposer's location and experience of personnel assigned to the project, their projected educational background, certification and licensing that are deemed to meet the project requirements.

3. Project Approach: 25 Points

Proposer's familiarity with, and understanding of the project and their ability to innovate upon and complete the work.

4. Workload / Ability to meet Schedule: 20 points

Proposer's current workload, number of active projects, and availability to work on this project.

5. Proposer's Accessibility: 5 points

Proposer's geographic location and methods of accessibility through technology.

4. ADDITIONAL PROVISIONS OF THIS RFP

A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind. The RFP does not commit the City to pay for costs incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFP process concerning any firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and a firm jointly execute a contract.

4.1. FINANCIAL CONDITION OF THE FIRM

The City may request that the Proposer provide an annual operating statement, completed income tax form, or other reasonably comprehensive evidence of financial condition. Financial data provided in response to this RFP will be held confidential if marked "confidential".

The Proposer must be willing and able to provide insurance coverage, bonding and forms required by the City. The insurance required for professional services can be found in Appendix C.

4.2. DISCRETION OF THE CITY

The City of Greenville 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 reasonable 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 Proposal.

4.3. E-VERITY 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.

4.4. IRAN DIVESTMENT ACT

Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC 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.

4.6. 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 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 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.

## Appendix A: Trade Secrets and Confidentiality

As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep Trade Secrets confidential.

**(a) Designation of Confidential Records.** The terms “Trade Secrets” and “record” are defined in (a)(1) (Definitions). To the extent that the Proposer wishes to maintain the confidentiality of Trade Secrets contained in materials provided to the City that will or may become a record, the Proposer shall prominently designate the material as “Trade Secrets” at the time of its initial disclosure to the City. The Proposer shall not designate any material provided to the City as Trade Secrets unless the Proposer has a reasonable and good-faith belief that it contains a Trade Secret. When requested by the City, the Proposer shall promptly disclose to the City the Proposer’s reasoning for designating individual materials as Trade Secrets. In providing materials to the City, the Proposer shall make reasonable efforts to separate those designated as Trade Secrets from those not so designated, both to facilitate the City’s use of records and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a Trade Secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only Trade Secret information on a page and nothing else on that page. To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “Trade Secrets” in accordance with this section. Whenever the Proposer ceases to have a good-faith belief that a particular record contains a Trade Secret, it shall promptly notify the City.

### (1) Definitions.

“Trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

“Record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Greenville in connection with the Proposer’s SOQ.

**(b) Request by Public for Access to Record.** When any person requests the City to provide access to a record designated as Trade Secrets in accordance with subsection (a), the City may

- (1) decline the request for access,

- (2) notify the Proposer of the request and that the City intends to provide the person access to the record because applicable law requires that the access be granted, or
- (3) notify the Proposer of the request and that the City intends to decline the request.

Before declining the request, the City may require the Proposer to give further assurances so that the City can be certain that the Proposer will comply with subsection (c) (Defense of City).

**(c) Defense of City.** If the City declines the request for access to a record designated as Trade Secrets in accordance with subsection (a), the Proposer shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the Proposer shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney. Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the Proposer. The City may require the Proposer to provide proof of the Proposer's ability to pay the amounts that may reasonably be expected to become monetary obligations of the Proposer pursuant to this section. If the Proposer fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any natural person to be imprisoned or placed in substantial risk of imprisonment as a result of alleged nondisclosure of records or for alleged noncompliance with a court order respecting disclosure of records. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the Proposer.

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

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

These instructions shall be included with each bid solicitation.

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

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

### Policy Statement

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

### Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Professional Services	4%	4%

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

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

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

## Instructions

The submitter shall provide the following forms:

- FORM 1—Sub-Service Provider Utilization Plan  
This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.
- FORM 2--Statement of Intent to Perform work without Sub-Service Providers  
This form provides that the submitter does not customarily subcontract work on this type of project.
- Sub-Service Provider Utilization Commitment  
Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.  
NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.
- Proof of Payment Certification  
Submitted by the selected service provider with each payment application, listing payments made to subconsultants. This form is not provided with the submission.

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

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

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

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



# 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 sub-consultant is not MWBE).**

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

Date: \_\_\_\_\_

Name & Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

# Sub-Service Provider Utilization Commitment

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

We \_\_\_\_\_, do certify that on the  
 \_\_\_\_\_ we will expend a minimum of \_\_\_\_\_%  
 \_\_\_\_\_

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

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

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

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

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

Date: \_\_\_\_\_

Name & Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

## REQUEST TO CHANGE MWBE PARTICIPATION

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

Project: \_\_\_\_\_

Bidder or Prime Consultant: \_\_\_\_\_

Name & Title of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

Original Total Contract Amount: \$ \_\_\_\_\_

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

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

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

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

Increase  Decrease  No Change

Name of subconsultant: \_\_\_\_\_

Service provided: \_\_\_\_\_

### Proposed Action:

\_\_\_\_ Replace subconsultant

\_\_\_\_ Perform work in-house

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

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

\_\_\_\_ The listed MBE/WBE is bankrupt or insolvent.

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

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

*If replacing sub-consultant:*

Name of replacement sub-consultant: \_\_\_\_\_

Is the sub-consultant a certified MWBE ?  Yes  No

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

Dollar amount of original consultant contract \$ \_\_\_\_\_

Dollar amount of amended consultant contract \$ \_\_\_\_\_

**Other Proposed Action:**

Increase total dollar amount of work

Add as an additional sub-consultant\*

Decrease total dollar amount of work

Other

Please describe reason for requested action: \_\_\_\_\_

\_\_\_\_\_

*\*If adding additional sub-consultant:*

Is the sub-consultant a certified MWBE?  Yes  No

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

Dollar amount of original consultant contract \$ \_\_\_\_\_

Dollar amount of amended consultant contract \$ \_\_\_\_\_

**Interoffice Use Only:**

**Approval**  Y  N

**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

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

<b>Firm Name</b>	<b>MWBE Category*</b>	<b>Total Amount Paid from this Pay Request</b>	<b>Total Contract Amount</b>	<b>Total Amount Remaining</b>

\*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

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## Appendix C: Sample Contract Additions

### Insurance.

The Designer agrees to purchase, at its own expense, insurance coverages to satisfy the following minimum requirements as detailed in this Section. A certificate reflecting the following minimum coverages shall accompany this Contract. The Designer shall not commence services under this Contract until the Designer has obtained all insurance required, and such insurance has been approved in writing by the City. Insurance required shall remain in effect through the term of this Contract. Failure to maintain the required insurance coverage shall constitute grounds for Contract termination.

Insurance requirements are as follows:

- (a) Public Liability and Property Damage: The Designer shall take out and maintain, during the life of this Contract, Commercial General Liability Insurance that shall protect from claims for damage for Bodily Injury, Property Damage, Personal Injury, including death which may arise from operations under this contract, whether such operations be by the Designer or by any sub-contractor, sub-consultant, or by anyone directly or indirectly employed by any of the above.

The Minimum Limits of Insurance required are:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$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 Risk Manager for the City of Greenville. 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. The City of Greenville must be added as an Additional Insured to the Commercial General Liability policy.

- (b) Automobile Liability Insurance (If Applicable):

Limit of Insurance: \$1,000,000 combined single limit.

The City of Greenville must be added as an Additional Insured on the Commercial Auto Liability policy.

- (c) Workers Compensation Insurance:

Limits of Insurance: 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.

No sub-contractor may exclude executive officers. Workers Compensation must include all employees.

- (d) Cancellation: Each certificate of insurance shall bear the provision that the policy cannot be canceled in less than 30 days after mailing written notice to the assured of such cancellation. The Insurance policies must be endorsed to reflect a 30 day notice of cancellation or material change in coverage be given to the City of Greenville.
- (e) Sub-Consultants: If any part of the services to be performed under this Contract is sublet, the sub-Designer shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Designer will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Designer from meeting all insurance requirements or otherwise being responsible for the sub-consultant.

#### Indemnification.

- (a) Hold Harmless: The Designer shall, to the extent permitted under North Carolina law, indemnify and hold harmless the City and its officers and employees from and against all liabilities, damages, losses and costs that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of the Designer or any sub-consultant or other persons employed or utilized by the Designer in the performance of this Contract except when such liabilities, damages, losses, and costs are proximately caused by or result from the negligence, in whole or in part, of the City or its independent Designers, agents, officers or employees.
- (b) Survival: This Section shall remain in force despite termination of this contract, whether by expiration of the term or otherwise, and termination of the services of the Designer under this contract.
- (c) Compliance with law: It is agreed that this Section shall be applied to the maximum extent allowed by law and limited only as necessary to comply with N.C.G.S. § 22B-1.
  - (a) E-verify Compliance: The Designer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Designer utilizes a Subcontractor, the Designer 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.
  - (b) Iran Divestment Act: Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

#### Attachments.

The following Attachments shall be a part of this contract:

- (a) MWBE forms
- (b) RFP
- (c) RFP Addenda
- (d) Scope of Work

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE:

Chosen Firm:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: P.J. Connelly, Mayor

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

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

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

APPROVED AS TO FORM:

BY: \_\_\_\_\_

Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control act.

BY: \_\_\_\_\_

Byron Hayes, Director of Financial Services

Account: