

**Request for Qualifications
Design-Build Services
For City of Greenville, NC**

Design, Engineering, and General Contracting Services for the

**COREY ROAD REGIONAL DETENTION
AND STREAM RESTORATION PROJECT**

**Issued By:
City of Greenville Engineering Department
1500 Beatty St.
Greenville, NC 27834**

Date of Issue: December 21, 2023

Due Date: January 4, 2024, 4:00 PM EST

1. INTRODUCTION

Pursuant to N.C.G.S. § 143-128.1A and N.C. Session Law 2021-189, the City of Greenville is soliciting proposals from qualified design-build teams that are interested in providing design, engineering, and general contracting services for the Corey Road Regional Detention and Stream Restoration Project. The intent of this RFQ is to select a design-build team to provide design and construction services for this project. The City is requiring a General Contractor (GC) lead the team. The GC and the Engineer are one "team", but the contract will be between the City and the GC and will utilize the contract template titled "Agreement Between Owner and Design-Builder for Progressive Design-Build", document #D-512, as issued by the Engineers Joint Contract Documents Committee (EJCDC).

This Request for Qualifications ("RFQ") describes the required scope of work for the selected design-build team, selection process, evaluation criteria and the minimum information that must be included in the RFQ. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification. This RFQ is for ONE agreement to cover all the work described in the RFQ. Qualifications are due by January 4, 2024, 4:00 PM EST.

2. PROJECT BACKGROUND AND DESCRIPTION

This project will provide design and construction services to create a new, nature-based stormwater control measure in the form of a wet-detention pond with floating wetland islands and culvert improvements under Corey Road (see Attachment C for location map). This pond will be designed and constructed to adhere to the NC Stormwater Design Manual Part C: Minimum Design Criteria and Recommendations for Stormwater Control Measures. It will meet the NC statutory definition of nature-based solutions as it weaves natural features such as vegetated shelves and wetland islands and processes such as denitrification, infiltration, and evapotranspiration to store, infiltrate, and treat stormwater, promoting resilience, reducing flood risks, and improving water quality. The types of stormwater control measures included in this project are:

- Wet Detention Pond
- Floating Wetland Islands
- Restored Riparian Buffer

At Corey Road, adding twin 48" pipes to the existing culverts and new headwalls is anticipated. This will allow the tailwater elevations to be lowered for the upstream Trafalgar neighborhood, reducing street, yard, and structure flooding. By sizing the proposed improvements to account for future land uses, it ensures that increased runoff will be managed so that the additional runoff will not cause new or increased flooding or exacerbate flood risks downstream or water quality issues in the watershed or river basin.

Per the approved Engineering Report included as Attachment D, the specific objectives of this project will be to:

1. Protect private property and public infrastructure from flooding by lowering water surface elevations upstream of Corey Road during heavy rain events;
2. Provide sufficient water quantity storage and control to offset upstream improvements without passing along additional impacts to properties downstream;
3. Provide water quality treatment through the implementation of stormwater control measures and riparian restoration;

4. Provide public education through social media, webpage, and targeted mailings to the adjacent neighborhoods detailing the elements, functions, and purpose of stormwater control measures and riparian areas.

This project was selected to receive partial funding from NCDEQ through the Local Assistance for Stormwater Infrastructure Investments Program (LASII) which includes federal funds from the American Rescue Plan Act (ARPA) and is subject to federal guidance and timelines. Funds must be encumbered by December 2024 and spent by December 2026.

3. GENERAL INFORMATION

City of Greenville is requesting qualifications, which shall address at a minimum the tasks outlined in this RFQ. The City intends to award the design, engineering, and general contracting services for this project as a single Master Service Agreement encompassing the following specialty services: Streambank restoration, roadway culvert installation, and stormwater pond excavation. All work shall comply with the requirements of federal, state, and local laws, professional engineering standards, and other regulations that may apply.

4. ESTIMATED PROJECT BUDGET

The budget for the Corey Road Detention Project is \$8,026,000 including design, permitting, acquisition, construction, and management.

5. PROJECT SCHEDULE:

Event	Date
RFQ Release – Posted to City Website	December 21, 2023
Qualifications Submittals Due	January 4, 2024, 4 PM (EST)
Shortlist Interviews (if needed)	January 11-12, 2024
Council Award	March 11, 2024, estimated
Construction Complete	June 30, 2026

6. SCOPE OF SERVICES

The Scope of Services shall be comprehensive including programming, schematic design, design development, cost estimates, development of construction documents, permitting, right-of-way and/or easement services, and general contracting services. Work is a combination of new construction and upgrade of existing stormwater infrastructure. The specific scope of services for the selected Design-Build Team will be defined in the Design-Build agreement. Selected firm(s) will coordinate meeting(s) with City staff to gain insight on

project needs and changes during the design and construction process.

As a part of the assigned scope, services of the Design-Build Team will include but not be limited to:

- Develop a schematic, engineered plan for the detention facility and associated stormwater infrastructure. Periodic updates to City staff will be required.
- Develop a complete project cost estimate to include all required services, costs and contingencies.
- Complete the plan and development drawings and specifications for the project that meet all federal, state, and local code requirements. Plans must be sealed by a design professional licensed in the State of North Carolina.
- Provide a total project phasing plan for consideration.
- Provide construction management and general contracting services.
- Coordinate with partners (NCDOT, NCDEQ, GUC, etc.)
- Perform grant administration services, including but not limited to preparation of reports and reimbursement packages.

7. CONTENTS OF QUALIFICATIONS

The following shall be included in the proposal:

1. Cover letter.
2. Name of legal entity to enter into design-build contract with the City and location of company headquarters, local office location, type of business (sole proprietorship, partnership, corporation, etc.), state of incorporation or organization and Federal Employer Identification Number, and name, title, and contact information of primary contact person for submittal.
3. Year in which the firm was established and any former names under which the firm operated.
4. Organizational chart including name and office location of all personnel who will be assigned to this project, including general contractor, consultants, or subcontractors. Pursuant to N.C.G.S. §143-64.31 and 143-128.1A, provide project team description (with resumes and detailed background information) to include the General Contractor for the Design-Build Team, emphasizing experience and capabilities of key personnel and clearly delineating roles and responsibilities of various team members. List any professional registrations and certifications (with applicable states), each team member's years of service with the team, and role in past projects.
5. Proposed project team's experience, capabilities, and unique qualifications in the areas outlined in this RFQ.
6. Track record of completing projects on time and within budget.
7. Describe the firm's approach to cost control and project scheduling.
 - Current workload and percentage of availability
 - Quality control and assurance process
8. List of previous projects performed by firm and any contractors or subcontractors for projects similar in size or type to this project. Include a brief description of each project, with the dates services were performed, owner's contact information (name, phone number, email address and physical address), total project dollar value, and total time period involved. Also list any Errors and Omissions on each project in dollars and total construction cost

- percentage. If key personnel's involvement was with another firm, list that firm.
9. Conceptual and technical project approach and work methodology, expanding or revising the scope of services provided if necessary. Any deviations from the scope shall be clearly designated in the proposal. Include and describe all necessary sub-consultant services. Include discussion of plan for possible public involvement and engagement.
 10. Proposed schedule for completing the work.
 11. Firm's proximity to and familiarity with the area where the projects are located.
 12. Litigation history: list of any pending or settled lawsuits or professional liability claims in which the firm was involved during the past ten (10) years. Please explain each occurrence and the circumstances with the outcome.
 13. State any conflicts of interest any Design-Build team member may have with the City.
 14. Listing of hourly rates for all position titles included in the organizational chart. This information should be included as a stand-alone sheet in the team's proposal.
 15. Additional information the respondent believes to be relevant to the selection efforts.
 16. Contractors subject to this RFQ, as a preference, should have a NC Contractor's license with a minimum of 5 years in business.
 17. The City will require a bond pursuant to Article 3 – Chapter 44A, for 100% of the contract price.

8. SELECTION PROCESS

Selection of the Design-Build Team will be based on the proposal contents, prior experience, and specific experience and capabilities of the designated team members. Staff reserves the flexibility to select contractor(s) or subcontractor(s) through the initial RFQ process or a subsequent RFQ process. After contract award, the design-builder can only substitute key personnel (the contractors, subcontractors, and design professionals identified in the design-builder's response to the RFQ) after obtaining written approval from the City. The team, and in particular the project manager, must be fully capable in all areas outlined under the scope of work above. Key personnel shall have the professional license(s) issued by the State of North Carolina as required for these services. A selection team will evaluate the RFQ's based on the criteria noted herein and recommend a firm to City Council for award of contract. If several firms appear to have similar qualifications the City may request those firms attend an interview and provide a brief presentation.

The City reserves the right to obtain clarification of any item in a team's proposal or to obtain additional information.

Please do not contact any other City staff member other than the designated contact person regarding the project contemplated under this RFQ while this RFQ is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the team's submittal from consideration.

9. QUALIFICATIONS PACKAGE EVALUATION CRITERIA

Qualifications Packages will be evaluated on the team's ability to meet the requirements of this RFQ. Some specific weighted evaluation criteria will include, but may not be limited to, the following:

	Evaluation Criteria	Points
1.	Design-Build Team: Evaluation of Design Professionals <ul style="list-style-type: none"> ▪ Engineer’s experience with Design-Build Process. ▪ Engineer’s experience with Team’s GC. ▪ Engineering firm’s litigation and/or arbitration records. ▪ Engineering firm’s reputation, references and referrals. ▪ Engineering firm’s creativity and imagination in stormwater infrastructure and stormwater control measure design providing water quality and quantity controls. ▪ Specialty Design Contractor(s)’ experience with successfully constructed projects of similar scope and size. 	30
2.	Design-Build Team: Evaluation of lead Design-Builder and Design Builder’s General Contractor/Builder (If different) <ul style="list-style-type: none"> ▪ GC experience with Design-Build Process. ▪ GC experience with successfully constructed projects of similar scope and size. ▪ GC track record of “on-time and on-budget” projects. ▪ GC litigation, legal action, and safety records. ▪ GC reputation, references, and referrals ▪ GC methodology/approach to accomplish objectives of this project 	30
3.	Disciplines, qualifications, certifications, and demonstrated abilities of all team members. Include a list of position titles included in the organizational chart with the associated hourly rate of each.	20
4.	Introduction: Company Information <ul style="list-style-type: none"> ▪ Firm’s name and business address, including telephone, email address, website address. ▪ The type of firm (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc. ▪ Year established. Include former firm/company name(s) and year(s) established, if applicable. ▪ The name, title, address, and telephone number of the firm’s authorized negotiator. The person identified must be empowered to make binding commitments for the firm. ▪ Letter of Interest 	5
5.	Experience with State, Municipal, or City facility projects. Public involvement experience.	15
	Total	100

10. SUBMITTAL REQUIREMENTS

Proposals shall be limited to a maximum of twenty (20) pages, excluding resumes and hourly rates sheet, minimum 11-point font. Proposals exceeding the page limit shall not be considered. The following information shall be included in the submittal:

- Information described in Section 7 above
- Statement regarding team's possible conflict of interest for the work
- Attachment A: Certification Regarding Lobbying
- Attachment B: Supplemental Vendor Information

Detailed approaches, scopes, and fees will be developed during contract negotiations with the selected team prior to contract execution.

11. REQUIREMENTS OF SELECTED TEAM

The selected team must be able to begin work immediately upon award of contract, must attend and/or make proposals to staff and must be able to maintain the required level of effort to meet the project schedule.

Insurance

The City of Greenville requires the selected team to maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, North Carolina, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) a minimum of \$1,000,000 of professional errors and omissions insurance; (d) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit; (e) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable; (f) other as referenced elsewhere herein. Certificates of Insurance shall be furnished prior to the commencement of Services. Depending on the type of services to be provided, cyber liability insurance or increased limits may be necessary. Based on the nature of the Agreement and project delivery method, other insurance and/or bond requirements may apply as the project progresses.

Title VI Nondiscrimination

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

Acceptance of Terms

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

Right of Rejection by the City

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

Financial Responsibility

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

Conditions and Reservations

The City expects to select and contract with one (1) lead Design-Build team, but reserves the right to request substitutions of consultants, contractors, or subcontractors. The City reserves the right to reject any or all responses to the RFQ, to advertise or solicit for new RFQ responses, or to accept any RFQ response deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

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

12. SPECIAL CONDITIONS: FEDERAL REQUIREMENTS

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

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

original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

No Obligation by Federal Government

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

Access to Records

The following access to records requirements apply to this contract:

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

Changes

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

Termination for Convenience (General Provision)

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

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

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

contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Equal Opportunity

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

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

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

Suspension and Debarment

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

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

Suspension and Debarment Certification

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

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

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

13. MINORITY BUSINESS ENTERPRISES AND WOMEN’S BUSINESS ENTERPRISES

The City of Greenville is committed to an annual goal of 4% for Minority Business Enterprises (MBE) and 4% for Women’s Business Enterprises (WBE) participation for all professional services contracts. Firms demonstrating a commitment to assist the City in attaining these goals by designating a percentage of the contract to be assigned to qualified MBE/WBE firms will be given priority consideration. See Attachment B for additional information. This form shall be completed and submitted with your proposal.

14. SUPERVISION OF CONSULTANT

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

15. PROPOSAL SUBMISSION DEADLINE

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

<https://www.dropbox.com/request/iQLnZVzVQJXCXRCeE1Q>

In lieu of submitting an electronic copy, interested firms may submit six (6) hard copies of their response to this RFQ no later than 4:00 pm, January 4, 2024, to the following address:

Mr. James Lynn Raynor, PE
Corey Road Regional Detention and Stream Restoration Project
City of Greenville
Engineering Department
1500 Beatty Street
Greenville, NC 27834

Each team is solely responsible for the timely delivery of its Proposal. No Proposals or Qualifications Packages will be accepted after the deadline. Teams accept all risks of late delivery of Qualifications regardless of fault.

For questions regarding this Request for Qualifications, contact James Lynn Raynor, PE, at

lraynor@greenvillenc.gov and (252) 329-4620 or Lisa Kirby, PE, at lkirby@greenvillenc.gov and 252-329-4683. All questions shall be submitted 2 days prior to the submission date. The question deadline will allow an addendum to be issued to clarify the project, if need be. All requests for clarification/information shall be in writing; no verbal correspondence is considered binding. Clarifications or revisions to this Request for Qualifications will be made only by an addendum. All addenda will be posted on the City's web site www.greenvillenc.gov. It is the Proposer's responsibility to monitor the website for addenda.

ATTACHMENT A: CERTIFICATION REGARDING LOBBYING (Submit with Proposal)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ATTACHMENT B: SUPPLEMENTAL VENDOR INFORMATION (Submit with Proposal)

MWBE AND ELIGIBLE LOCAL BIDDERS

Minority and Women Business Enterprises (MWBEs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of these categories. Also included are disabled business enterprises and non-profit work centers for the blind and severely disabled. Eligible Local Bidders consist of firms located within the Greenville city limits or ETJ that meet other criteria as outlined in Resolutions 031-15, 020-16.

Pursuant to G.S. 143-128.2, 143-48, 143-128.4, and the City of Greenville MWBE Plan along with Resolutions 031-15 and 020-16, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled business enterprises and non-profit work centers for the blind and severely disabled and local bidders. This includes utilizing subcontractors to perform the required functions in this solicitation.

Any questions concerning MWBE or Local Bidder status, contact the MWBE Coordinator, Tish Williams, at 252.329.4462.

The Vendor shall respond to the questions below.

- a) Are you an MWBE firm? Yes No
- b) Are you certified with North Carolina as a Historically Underutilized Business (MWBE)? Yes No
- c) Are you a certified Disadvantaged Business Enterprise (DBE) with the Department of Transportation?
 Yes No
- d) Are you a local bidder? Yes No

Please provide complete *physical* address of firm:

Attachment C
Vicinity Map
General Project Location (Circled in Green)

