

**INVITATION TO BID
BID # 23-24-35
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
MUNICIPAL BUILDING IMPROVEMENTS
NEW OFFICE CONSTRUCTION
CITY OF GREENVILLE, NORTH CAROLINA**



Find yourself in good company

Pre-Bid Meeting: **No Pre-Bid Meeting will be held**

Bid Due Date: **Thursday, February 8, 2024 @ 2:00 PM**
Public Works Administrative Building
1500 Beatty Street, Greenville, NC 27834

Contact Persons:

Questions regarding the bid package:

Wanda House
Financial Services Manager
Telephone: 252-329-4862
Fax: 252-329-4464
Email: whouse@greenvillenc.gov

Questions regarding the specifications:

Michael Turner
Building Facilities Coordinator
Telephone: 252-329-4921
Fax: 252-329-4844
Email: mturner@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
MUNICIPAL BUILDING IMPROVEMENTS
NEW OFFICE CONSTRUCTION**

The City of Greenville, NC is requesting proposals for “MUNICIPAL BUILDING IMPROVEMENTS-NEW OFFICE CONSTRUCTION”. The scope of work shall include, but is not limited to, providing labor and materials to construct new offices in the Municipal Building.

Sealed proposals will be received by the City of Greenville until Thursday, February 8, 2024 at 2:00 pm at the Public Works Department Administrative offices located at 1500 Beatty Street, Greenville, NC 27834-7207 with the Company Name, Attention: Michael Turner, Building Facilities Coordinator, and the words City of Greenville Public Works Department Municipal Building New Office Construction bid written on the outside of the sealed envelope. All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and contracts will be awarded at a later date.

A pre-bid conference will not be held.

The City of Greenville reserves the right to reject any or all bids, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the bid opening thereof.

From the date of this advertisement until the date of opening the proposals, the plans and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are, and will continue to be on file, in the office of Wanda House, Financial Services Manager, 201 W. 5th Street, Greenville NC or at the Public Works Department located at 1500 Beatty Street, Greenville, NC 27835-7207, during regular business hours, and available to prospective bidders.

Inquiries regarding the bidding process or documents should be directed to Wanda House, Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862.

Minority/Women owned business are encouraged to submit proposals.

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

INSTRUCTIONS TO CONTRACTORS

Bid #23-24-35

Municipal Building Improvements

New Office Construction

Location: Greenville N.C.

1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage.
2. It is expressly understood by the bidders that written notice of award and/or receipt of purchase order will constitute agreement by the City to consummate the transaction and will serve together with the bid, scope of work, and these instructions as the entire form of contract between the parties except in cases where formal contracts are warranted.
3. Each Contractor submitting a bid is affirming that no official or employee of the City is directly or indirectly interested in this bid for any reason of personal gain.
4. Sales taxes may be listed on the bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
5. Questions regarding the specifications for submission of a bid shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.
6. By submitting a bid, the Contractor attests that it is in compliance with all items listed in the bid instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.
7. Contractor shall comply with all local, state, and federal laws, as well as safety/regulatory requirements and ordinances associated with the work within this contract.
8. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.
9. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily.
10. Deficiencies in work performance must be corrected immediately. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.
11. It shall be the responsibility of the contractor to visit the site that will be covered in this contract and to understand the area that is to be included prior to submitting a bid.
12. All work shall be completed in a professional manner consistent with customary industry practices.
13. Contractor is responsible for all measurements pertaining to the scope of work when submitting a bid.
14. Contractor shall be responsible for damage to the property including, but not limited to, buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving or striping of the property or equipment used in connection therewith.
15. Contractor will report in writing to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov any property damage caused by the Contractor within 24 hours of the occurrence.

16. Contractor agrees to contact Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov if for some reason the work as called for cannot be completed in a timely manner.
17. Contractor agrees to provide Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov agent with all current after-hours telephone numbers.
18. Contractor shall not engage subcontractors to perform the Services without the City of Greenville's prior written consent by the Director of Public Works or designee. If any part of this work agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.
19. This project will require building and trade permits and this can be obtained through the City at no cost to the Contractor.
20. Contractor is responsible for protecting all surfaces, fixtures, equipment, walking and driving surfaces, pedestrians and general public and their property during the duration of this project.
21. Contractor is responsible for cleaning the worksite daily prior to the end of day.
22. All work will be performed Monday-Friday during normal business hours (7AM-5PM) and may include weekend work with prior approval and coordination with City staff.
23. The three (3) newly constructed offices shall be of equal size.
24. The Contractor will be responsible for dust control measures associated with this project.
25. Material management on site is limited. Contractor is responsible for material management to and from the worksite.
26. New vendors must register online at the City of Greenville Vendor Self Service portal: <https://selfservice.greenvillenc.gov/vss>
27. Contractor agrees to provide a two (2) year warranty on all labor and standard manufacturer's warranty on materials.
28. Existing cubicles and desks will be disassembled by City staff and stored in a designated area.
29. City staff will be responsible for moving Fire alarm AV sensors.

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR
MUNICIPAL BUILDING IMPROVEMENTS
NEW OFFICE CONSTRUCTION**

1.0 SCOPE:

- 1.1** The scope of work shall include, but is not limited to, providing labor and materials to construct new offices in the Municipal Building per the specifications and attached layout (both CE1 offices and MPO office-Exhibit "C"). Provide labor to remove the existing knee wall including the wallpaper. Build new walls with 3 5/8" light gauge metal framing and apply 5/8" gypsum wall board with a level 4 finish. Install new doors, frames, and hardware to match existing. Repair, rework and install new HVAC supply and returns and reroute existing HVAC supply and returns. Lighting, electrical outlets, data infrastructure and conduit in newly constructed offices and other areas are to be installed. Reconfigure existing ceiling grids and install new lay-in ceiling tiles to match existing. All work is to be in accordance with current NC Building Code. Submittals for approval will be required for this project. All labor and materials necessary to complete the scope of work shall be included. All work will be performed during normal business hours (7AM-5PM) and may include weekend work with prior approval and coordination with city Staff. This scope will not include the mail kiosk, storage and back desk, cubicles, counters, cabinets and desk with counter at this time.

2.0 GENERAL:

- 2.1** New office construction shall be completed in a professional manner and shall conform to these specifications.
- 2.2** Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant a written notice to the contractor specifying areas of nonperformance or unacceptable performance. Immediate cancellation of the contract or purchase order may occur if performance is not rectified in a timely manner.
- 2.3** Contractor shall follow all product manufacturer's specifications when using products.
- 2.4** Demolition
- 2.4.1** Demolition of knee wall adjacent to women's restroom.
- 2.4.2** Dispose of all material and debris properly offsite.
- 2.5** Framing and Walls
- 2.5.1** Walls shall be constructed of 3 5/8" light gauge metal framing at 16" O.C.
- 2.5.2** All newly constructed walls shall be insulated with sound attenuated batt (SAB) insulation.
- 2.5.3** The wall between the existing women's restroom and MPO office will be furred out to accept 3 1/2" sound attenuated batt (SAB) insulation.
- 2.5.4** Vertical surfaces shall have 5/8" gypsum wall board and be finished to a level 4 finish.
- 2.6** Electrical
- 2.6.1** Contractor shall install new, relocate and rework electrical and lighting.
- 2.6.2** Contractor shall install one (1) twenty (20) amp double gang receptacle on each wall of each office.
- 2.6.3** Contractor shall install one (1) data J-box adjacent to each receptacle with a wiring chase or conduit to 6" above the ceiling grid. Flexible conduit is acceptable.
- 2.6.4** Contractor shall install two (2) 2' x 4' lay-in LED lights that are color selectable and dimmable with an in-board, out-board switch in each newly constructed office.
- 2.6.5** Smoke detectors shall be relocated. Installation of additional smoke detectors may be required.

- 2.6.6 Contractor shall install one (1) data and (1) power J-box on the metal pole in the reception area via an approved electrical and data tele-power pole. This will include wiring chase or conduit to 6" above the ceiling grid. Flexible conduit is acceptable.
- 2.6.7 Removal and installation of light fixtures and receptacles need to be done in a matter not to affect adjacent offices lights during normal business hours.

2.7 Paint and Finishes

- 2.7.1 New offices shall receive one (1) coat of primer and two (2) coats of finish paint.
- 2.7.2 Wall paint shall be Sherwin-Williams Super Paint SW6155 (Rice Grain) in satin finish.
- 2.7.3 Doorframes shall be primed and receive two (2) coats of finish paint. Color to match existing.
- 2.7.4 All loose or flaking paint is to be removed from all surfaces receiving primer and paint.
- 2.7.5 Cove base to match existing
- 2.7.6 Any holes and/or sheetrock damage shall be repaired before painting to achieve a Level 4 finish.
- 2.7.7 It is the Contractor's responsibility to protect all unpainted surfaces, fixtures, equipment, floors, staff and all City property from drips, spills and/or splatters and damage from work performed.
- 2.7.8 All coatings should of consistent coverage and be free of defects that include runs, sags, variation in color, brush/roller marks or holidays.
- 2.7.9 Contractor is to provide "wet paint" signage to protect newly painted surfaces.
- 2.7.10 All debris/trash is to be properly disposed of offsite. Cleaning of brushes, equipment and materials is to occur offsite.

2.8 Doors

- 2.8.1 Doorframes shall be hollow metal to match existing.
- 2.8.2 Doors shall be solid wood doors to match existing.
- 2.8.3 Door hardware shall match existing.
- 2.8.4 Door lites shall match existing.

2.9 Mechanical/HVAC

- 2.9.1 Contractor shall install new, relocate and rework supply and plenum return for HVAC in newly constructed offices, as well as, the reception area close to elevator.
- 2.9.2 Each office will have a supply and return within the ceiling of each office space.
- 2.9.3 All HVAC work will be per the recommendation of a professional and certified HVAC installer

2.10 Ceiling

- 2.10.1 Contractor will have to rework and modify the ceiling grid and install new 2' x 2' ceiling tiles to match existing.

2.11 Close out and additional information

- 2.11.1 Provide all closeout documentation to the City.
- 2.11.2 Contractor will ensure an extensive cleanup upon completion of the project to the satisfaction of Public Works designee.
- 2.11.3 Bids shall be binding for ninety (90) days
- 2.11.4 The City has the right to accept or reject any and/or all parts of the bid.
- 2.11.5 Contractor shall include a standard manufacturer's warranty, as well as, a two (2) year warranty on all labor.

3.0 PAYMENT AND BID:

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

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals. The City has established a 10% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible. Bidder will need to fill out Attachment "D" in accordance with the instructions provided.

Questions regarding the City's M/WBE Program should be directed to Tish Williams, M/WBE Coordinator, at (252) 329-4462 or tfwilliams@greenvillenc.gov

- 3.6 Bidder, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Attachment "F" to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.**
- 3.7 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.**
- 3.9 The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid that seems most advantageous to the City. Any bid submitted will be binding for ninety (90) days after the date of the bid opening.**
- 4.0 Contractor must complete a new vendor application or update an existing vendor profile and associated documents as required upon acceptance of contract.**

4.0 WORKERS COMPENSATION AND INSURANCE:

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

Limits:

Workers Compensation: Statutory for the State of North Carolina.
Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.
Bodily Injury by Disease \$1,000,000 policy limit.
Bodily Injury by Disease \$1,000,000 each employee.

- b. Commercial General Liability:**

Limits:

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

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

- c. Commercial Automobile Liability:**

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

- d. Cancellation:**

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

- e. Proof of Carriages:**

- i. The Consultant/Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.**
- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.**
- iii. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.**

- 4.3 The contractor shall furnish such additional insurance as may be required by the General Statues of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.**

- 4.4 The contractor shall furnish the owner with satisfactory proof of insurance required before written approval of such insurance is granted by the owner. Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

Michael Turner
Building Facilities Coordinator
City of Greenville
Public Works Department
1500 Beatty Street
Greenville, N.C. 27834
Email: mturner@greenvillenc.gov

5.0 DAMAGE TO CONTRACTORS PROPERTY:

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

6.0 AMENDMENTS, ADDENDA OR QUESTIONS:

- 6.1 Addendum: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge reading each addendum on the bid sheet.
- 6.2 Amendment: The contract may be amended from time to time through written agreement by both parties.
- 6.3 Any questions regarding these bid specifications must be sent by email to mturner@greenvillenc.gov
- 6.4 Schedule for questions and addenda:
Last date to submit a question: Thursday, February 1, 2024 by 5:00 pm. Questions will be answered via addenda posted on the City's website answered by: Monday, February 5, 2024 by 5:00 pm.

7.0 E-VERIFY:

7.1 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor represents that the Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

7.2 BIDDER acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER represents that the BIDDER and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

7.3 All firms submitting bids are required to complete the Affidavit form included in this bid package.

8.0 LOCAL PREFERENCE AND SERVICE POLICIES:

8.1 The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information, please see www.greenvillenc.gov/government/financial-services/purchasing on the City of Greenville’s webpage.

9.0 IRAN DIVESTMENT ACT:

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

10.0 NON-COLLUSION:

10.1 Respondents, by submitting a signed bid, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

11.0 WITHDRAWAL OF PROPOSALS:

11.1 No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

12.0 REFERENCE INFORMATION:

12.1 All bidders must provide a list of three (3) client references of similar projects. The reference information must include the company’s name, a contact person’s name with his or her title and their telephone number. Please provide the information on Attachment “A”-Contractor Reference Information sheet and attach with the bid sheet.

13.0 CONTRACTOR INFORMATION:

13.1 Please provide the information on Attachment “B”- Contractor Data Form and attach with the bid sheet. All information should be accurate and detailed in description.



Contractor Reference Information

1. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

2. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

3. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

****Include completed form with submitted bid package****



In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above-mentioned specifications.

<u>Description</u>	<u>Bid</u>
Total Lump Sum Bid for base bid (Per specifications)	_____
Total Lump Sum Bid for painting alternate #1 (Per specifications-Exhibit "B")	_____
Total Lump Sum Bid for painting alternate #2 (Per specifications-Exhibit "B")	_____
Total for electrical alternate #1 (2' x 4' LED) (Per fixture)	_____
Total for electrical alternate #1 (relocation of existing) (Per fixture)	_____
Total for electrical alternate #1 (2' x 2' LED) (Per fixture)	_____

Bid submitted by: _____

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Bids should have Attachment A, B, C, D and E filled out completely to be considered responsive

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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

**City of Greenville
Construction Guidelines and Affidavits
\$20,000 and above**

These instructions shall be included with each bid solicitation.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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

\$20,000 and above Construction Guidelines for MWBE Participants

Policy Statement

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

Goals and Good Faith Efforts

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

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

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

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

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

The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Instructions

The Bidder shall provide with the bid the following documentation:

Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit A (if subcontracting)

OR

Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

Affidavit C (if aspirational goals are met or are exceeded)

OR

Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

Letter(s) of Intent or Executed Contracts

****With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to MWBE subcontractors.**

*****If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.**

Minimum Compliance Requirements:

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

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City of Greenville AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

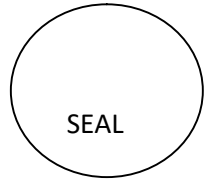
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

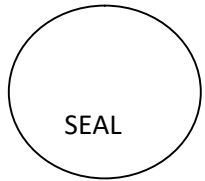
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

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

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by MWBE businesses as defined in GS143-128.2(g) and the COG/CITY MWBE Plan sec. III is equal to or greater than 16% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)
 Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority business enterprises and a minimum of _____ % of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*MWBE Category	Work description	Dollar Value

*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**)

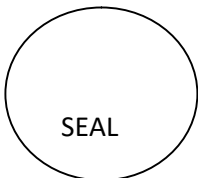
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville **AFFIDAVIT D – Good Faith Efforts**

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 16% participation by minority/women business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify
(Name of Bidder)

that on the _____
(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

*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**)

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

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- PART 1 - E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

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

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

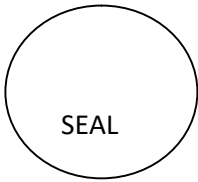
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

LETTER OF INTENT MWBE Subcontractor Performance

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

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

____ Minority Business Enterprise _____ Women Business Enterprise

The MWBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required). ___ Yes ___ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

Work/Materials/Service Provided	Dollar Amount of Contract	Projected Start Date	Projected End Date

(Date)

(Address)

(Name & Phone No. of MWBE Firm)

(Name & Title of Authorized Representative of MWBE)

(Signature of Authorized Representative of MWBE)

REQUEST TO CHANGE MWBE PARTICIPATION

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

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

_____ **Email Address:** _____

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

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

Replace subcontractor

Perform work with own forces

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 subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

Pay Application No. _____
Purchase Order No. _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Contractor: _____

Current Contract Amount (including change orders): \$ _____

Requested Payment Amount for this Period: \$ _____

Is this the final payment? Yes No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining

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

Date: _____

Certified By: _____

Name

Title

Signature

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is 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 in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer. This ___ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of _____

Signed and sworn to (or affirmed) before me, this the _____

Day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

****Include completed form with submitted bid package****

Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
MUNICIPAL BUILDING IMPROVEMENTS
NEW OFFICE CONSTRUCTION**

**Scope of Work
(Alternates)**

Painting Alternate #1:

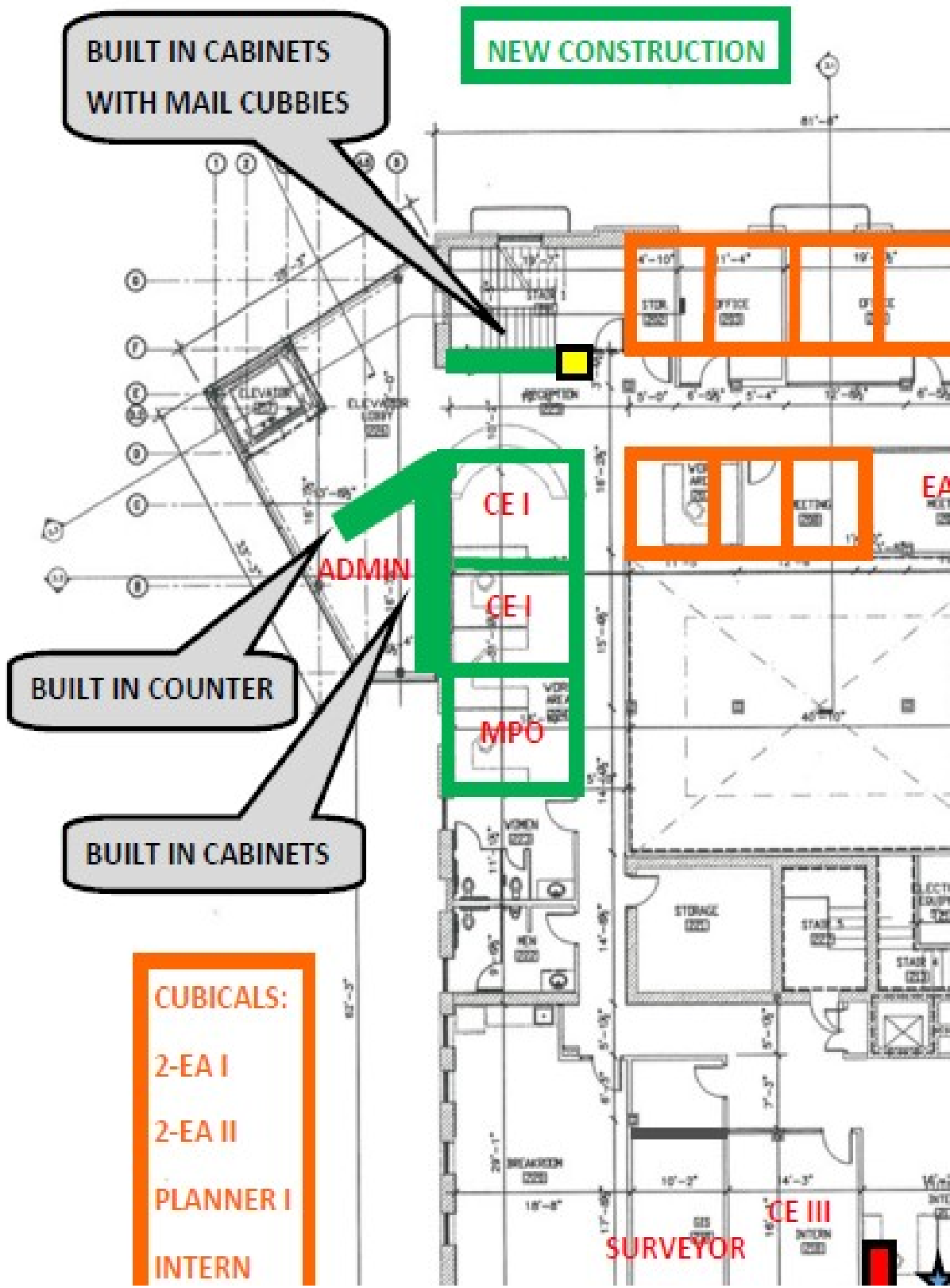
1. Point up surfaces, prep, apply one (1) coat of primer and two (2) coats of finish paint on all previously painted vertical surfaces in the elevator reception area, common areas and all hallways on the 2nd floor.

Painting Alternate #2:

1. Point up surfaces, prep, apply one (1) coat of primer and two (2) coats of finish paint on all previously painted vertical surfaces in all offices on the 2nd floor.

Electrical Alternate #1 (Per Fixture):

1. 2' x 4' lay-in LED lights that are color selectable and dimmable with an in-board, out-board switch.
2. Relocation of an existing lighting fixtures and wiring.
3. 2' x 2' lay-in LED lights that are color selectable and dimmable with an in-board, out-board switch.
4. Price will include all necessary wiring, switches, and labor to install, rework or modify new or existing lights.



Painting Alternate #1



Painting Alternate #2

