



INFORMAL BID REQUEST #23-24-47

THERMOPLASTIC PAVEMENT MARKINGS

The City of Greenville, NC (City), is in need of a contractor to install thermoplastic pavement markings at selected locations in Greenville, NC. These markings will be installed over existing markings that are faded and in need of maintenance.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standards Drawings, the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), and the Traffic Signal Specifications and all addenda.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations.

SCOPE OF WORK

The Contractor shall install HOT SPRAY and ALKYD-MALEIC thermoplastic markings in accordance with, and in conformance with the North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures, and Amendments included elsewhere in this contract, NCDOT Roadway Standard Drawings, and the Federal Highway Administration (FHWA) Manual of Uniform Traffic Control Devices (MUTCD).

The work covered by this special provision consists of marking the pavement surface with pavement markings to direct and control the movement of traffic and shall consist of remarking existing markings at locations specified herein. The Contractor shall furnish all services, labor, and equipment necessary for the required pavement preparation and pavement marking installation. Sufficient personnel experienced in the handling and application of the material shall be provided to assure work is done properly.

The Contractor shall install the following markings with ALKYD-MALEIC thermoplastic. The items below will be measured in cost per each.

1. Left or Right Turn Arrows
2. Straight Arrow Symbols
3. Combination Straight Arrow and Left or Right Turn Arrow
4. Railroad Crossing Symbols, including Transverse bands
5. School Crossing Symbols, including traverse bands
6. "ONLY" Word Message

The Contractor shall install the following markings with HOT SPRAY or ALKYD-MALEIC thermoplastic. The items below will be measured in cost per linear foot.

7. 24" Stop Bar Lines
8. 12" Crosswalk Lines
9. 4" Yellow Center Lines
10. 4" White Skip Lines

The quantities shown on the bid proposal form are a guide for bid prices, and it should be understood and agreed that the City is not obligated to install pavement markings in excess of its normal requirements.

PAVEMENT MARKING OBSERVATION PERIOD

Following completion of all work required, there will be a 180-day observation period for the thermoplastic pavement markings before final acceptance.

Thermoplastic pavement markings that fail to meet all requirements of this contract during the observation period shall be removed and replaced at no expense to the City of Greenville. The contractor shall replace all thermoplastic pavement markings failing the requirements of the specifications within thirty (30) days following notification by the engineer.

Thermoplastic marking replacement shall be performed in accordance with the requirements specified herein for the initial application, including but not limited to surface cleaning, etc. During the 180 day observation period, the thermoplastic pavement markings installed under this contract shall be warranted by the contractor against failures such as discoloration, chipping, spalling, poor adhesion, and loss of reflectivity caused by improper materials or the effects of improper cleaning, application methods, or application equipment.

CONSTRUCTION METHODS

Description:

A. General:

The work covered in this provision consists of installing thermoplastic and paint pavement markings in accordance with the manufacturer's installation instructions, unless otherwise specified herein. All surface preparations including surface cleaning and surface pretreatment, shall be done by the contractor in accordance with the manufacturer's recommendations, subject to the approval of the engineer.

B. Lateral Deviation requirements:

Lines shall be of the length and longitudinal placement as shown on the typical drawings. The Contractor shall provide sufficient control points to serve as guides for application of markings. The markings shall be straight or of uniform curvature and shall conform uniformly with tangents, curves, and transitions. The finished lines shall be free from waviness, the lateral deviation of the finished line shall not exceed 1/2 inch from the proposed location alignment at any point. Any greater deviation may be sufficient cause for requiring the contractor to remove and correct such markings at no cost to the City of Greenville.

C. Maintenance:

Pavement markings installed by the contractor, which deteriorate, or which fail to adhere to the pavement, or which lack reflectorization, shall be replaced by the contractor at no cost to the City of Greenville. Pavement markings to be replaced shall be as determined by the engineer.

D. Hot Spray Thermoplastic Pavement Marking Lines, 50 MILS:

This special provision covers machine applied "hot spray" thermoplastic pavement marking material with both incorporated glass beads and drop-on glass beads.

The markings shall be of the color, length, and thickness as specified herein, or as directed by the Engineer. The markings shall be the width of the existing markings. The application of these markings shall be as follows: These markings shall be installed at the locations specified, as directed by the Engineer. Unless directed otherwise by the Engineer, the contractor shall place center line and edge line pavement markings with "hot spray" thermoplastic at the specified locations.

General, Color, Packing for Shipment, Storage, Materials, Construction Methods, Maintenance, Method of Measurement, and Basis of Payment shall be as described in Section 1087 and Section 1205 of the Standard Specifications, with the exceptions as shown below:

Revise the 2018 Standard Specifications as follows:

Page 10-182, Subarticle 1087-4(C) Gradation & Roundness

The glass beads used in all pavement marking shall be used according to the manufacturer's recommendations in order to meet the retroreflectivity requirements as stated in Subarticles 1205-4(C) and 1205-4(D) as measured by any Department approved 30-meter geometry retroreflectivity device.

The glass beads shall be capable of flowing freely through dispensing equipment in any weather suitable for marking the pavement.

Page 12-1, Subarticle 1205-2(B) Material Qualification,

All "hot spray" thermoplastic manufacturers must be prequalified. In order to be prequalified, all "hot spray" Thermoplastic Pavement Marking manufacturers must have their material installed on the NTEP test deck.

Page 12-7, Subarticle 1205-4(C) Application,

All thermoplastic markings shall be of the hot, machine applied type. Application shall be accomplished by spraying methods only.

Page 12-7, Subarticle 1205-4(C) Application,

The cross-sectional thickness of all "hot sprayed" thermoplastic markings above the surface of the existing pavement shall be no more than 60 mils.

The manufacturer of that material shall certify that the Contractor is trained to place the material. At least one member of each crew working on this project shall have completed this training. The Contractor shall furnish the Engineer written confirmation of this training from the material manufacturer prior to beginning the work.

If the hot sprayed thermoplastic is to be placed over milled-in rumble strips, the Contractor shall ensure that all debris is removed after milling and the surface is thoroughly cleaned to ensure optimum adhesion between the surface and the hot sprayed thermoplastic.

Page 12-12, Article 1205-10 Measurement and Payment,

Hot Spray Thermoplastic Pavement Marking Line, __ (color), __ (width) will be measured and paid as the actual number of linear feet of pavement marking lines satisfactorily placed and accepted by the Engineer. The quantity of solid

lines will be the summation of the linear feet of solid line measured end-to-end of the line. The quantity of skip or broken lines will be the summation of the linear feet derived by multiplying the nominal length of a line by the number of marking lines satisfactorily placed. Such prices and payment will be full compensation for all work covered by this section including, but not limited to, furnishing, surface preparation, reapplication of molten pavement marking crossed by a vehicle, and removal of all pavement marking materials spilled on the roadway surface.

Payment will be made under: Pay Item	Pay Unit
Hot Spray Thermoplastic Pavement Marking Lines, 4", 50 mils	Linear Foot

E. Thermoplastic Application and Equipment:

The equipment used to install hot thermoplastic pavement marking material shall be in conformance with the requirements prescribed in NCDOT's Standard Specifications for Roads and Structures. Thermoplastic shall be ALKYD-MALEIC and have a uniform thickness as specified by the type marking.

Glass beads shall be applied in the proper ratio to immediately produce a highly reflective marking. "Drop-on Beads" shall be uniformly applied to the surface of the molten thermoplastic material so that the beads are partially embedded. The beads shall be applied at a rate to obtain the minimum reflectance values. The rate of bead application shall be no less than 8 lbs. per 100 square feet of the line surface area.

At the time of installation, the in-place marking shall have the minimum reflectance values shown below, as obtained with a Mirolux 12 Retroreflectometer. The reflectance values shown below shall be maintained for a minimum of 30 days from the time of placement of the marking material.

WHITE: 375 mcd/lux/m2

YELLOW: 250 mcd/lux/m2

The marking shall, upon cooling, be uniformly reflectorized and have the ability to resist deformation caused by traffic throughout its entire length. The contractor shall protect the marking until dry by placing guarding or warning devices as necessary. In the event any vehicle crosses the wet markings, such marking shall be reapplied and tracks made by the moving vehicles shall be removed by the contractor.

F. Paint Application and Equipment:

Paint pavement markings shall be applied using spraying equipment suitable for applying pavement marking material. The paint and beads shall be applied at the rate necessary to produce a minimum dry film thickness of 13 mils. Drop-On beads shall be applied at the minimum rate of 6 pounds per gallon of paint.

Payment will be made under: Pay Item	Pay Unit
Paint Pavement Marking Lines, 4"	Linear Foot

CLEAN THE WORKSITE

The contractor shall clean the site of debris, which results from installing the pavement markings. At the end of each workday, the site shall be cleaned and cleared. The contractor will haul away any waste material to an approved public landfill.

METHOD OF MEASUREMENT

The quantity of pavement marking symbols to be paid for will be the actual number of pavement marking symbols, which have been satisfactorily placed and accepted by the Engineer.

The quantity of pavement marking lines to be paid for will be the actual number of linear feet of pavement marking lines, which have been satisfactorily placed and accepted by the Engineer. The quantity of solid lines shall be the summation of the linear feet of solid line measured end-to-end of the line.

COMPENSATION

Such price and payment will be full compensation for all work covered by this provision including but not limited to equipment, preparing the pavement, applying the pavement marking material, traffic control, and replacing markings that are not satisfactorily placed or fail during the 180-day observation period.

PROJECT SCHEDULE

The City expects to award the contract for this project in May of 2024.

CONTRACT TERM

The contract term will be three (3) months with no extension

CONTRACT PAYMENT: Lump Sum

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date.

The Contractor's operations are restricted to daylight hours. No work may be performed on weekends or legal City holidays. Work shall only be performed when weather and visibility conditions allow safe operations. The Contractor shall not close lanes or restrict traffic between the hours of 7:00-9:00 a.m. and 4:00-6:00 p.m. on weekdays.

PROPOSAL SUBMITTAL REQUIREMENTS:

All informal bids (G.S. 143-131) for this project shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by the City of Greenville with the proposal shall be used and shall not be altered in any manner. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!
2. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written numerically.
3. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written numerically in the "Amount Bid" column of the sheet.
4. The total amount bid shall be written numerically in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
5. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
6. The bid shall be properly executed per ATTACHMENT A. All bids shall show the following information:
 - a. Name of individual or representative submitting bid and position or title.
7. Bids submitted by corporations shall bear the seal of the corporation.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.

9. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

QUESTIONS:

Questions must be asked in writing via email addressed to Stacey Pigford at spigford@greenvillenc.gov with the ITB #23-24-47 mentioned in the subject line of the email. All questions must be submitted by Wednesday, April 17, 2024 by 12:00 noon, and answers will be provided via an addendum posted on the City's website.

PROPOSAL SUBMISSION AND DEADLINE:

Bid shall be submitted in PDF format electronically to spigford@greenvillenc.gov by **4:00 pm on April 26, 2024**. For additional information, interested contractors may contact the following individual:

Stacey Pigford
Assistant Traffic Engineer
City of Greenville
(252) 329-4678

Proposals submitted after this deadline or to any location other than that listed above will not be considered.

RIGHT TO REJECT:

The City reserves the right to reject any or all proposals. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any firm proposing to do the work with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for the work with one or more firms that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion.

AWARD OF CONTRACT

The award of the contract, if awarded, will be made to the lowest responsive, responsible bidder. The lowest responsive, responsible will be notified that his bid has been accepted and that he has been awarded the contract. The City of Greenville reserves the right to reject all bids.

VENDOR SELF SERVICE

New vendors must register online at the City of Greenville Vendor Self Service portal: <https://selfservice.greenvillenc.gov/vss>. This does not have to be completed to submit a bid, however, the bidder must be a registered vendor prior to award of the contract.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

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

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) **goal** for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals and supply other information as requested in the "MWBE Professional Services Forms" included in Appendix C. Failure to complete the MWBE forms may be cause to deem the submittal nonresponsive.

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

TITLE VI NONDISCRIMINATION NOTIFICATION

The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in

response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ROAD LIST FOR 2024 CONTRACT

W 3rd St From - To	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
S Memorial-Tyson St	0	0	0	2700	0	0	0

W 2nd St From - To	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
S Pitt St - Reade St	0	0	0	2550	0	0	0

W 3rd St From - To	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
S Greene St - Reade St	0	0	0	2000	0	0	0

W 4th St From - To	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
S Greene St - Reade St	0	0	0	2050	0	0	0

S Washington St From - To	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
E 1st St - E 4th St	0	1000	0	1800	0	0	0

Reade St From - To	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
5th St - 1st St	370	0	0	0	0	0	0

Bayswater Rd From - To	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
E Firetower Rd - E Firetower Rd	0	0	0	8000	0	0	0

Hooker Rd From - To	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
Hooker and Howell Hi-Vis	0	0	270	0	0	0	0

W Berkeley Rd From - To	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
W 14th St - Ficklen Dr	60	120	140	300	4	1	1

Brownlea Dr From - To	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
E 14th St - Railroad	50	200	40	550	4	0	1

Whitley Dr From - To	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
Chapman Rd -W Firetower Rd	0	0	0	0	12	0	0

Beatty St From - To	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
Howell - W 14th St	0	0	0	0	0	0	2

Westhaven Rd From - To	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
Memorial Dr - Cedarhurst Rd	2400	0	0	0	0	0	0

Grand Totals	White Ft			Yellow Ft	Arrows	Symbols	
	4"	12"	24"	4"		SCHOOL	RR
	3000	1400	450	20000	20	1	4

ATTACHMENT A

City of Greenville

BID FORM

Description: Installation of thermoplastic pavement markings.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	Hot Spray Thermoplastic Pavement Marking Lines, 4", 50 mils, WHITE	3,000	LF		
2	Hot Spray Thermoplastic Pavement Marking Lines, 4", 50 mils, YELLOW	20,000	LF		
3	12" Thermoplastic White Line	1,400	LF		
4	24" Thermoplastic White Line	450	LF		
5	Thermoplastic Pavement Marking Symbols, Arrows (straight or turn)	20	EA		
6	Thermoplastic Pavement Marking Symbol, RAILROAD	4	EA		
7	Thermoplastic Pavement Marking Symbol, SCHOOL	1	EA		

TOTAL BID FOR PROJECT: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Email: _____

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

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

1. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

2. **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

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

4. **PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds. However, the City

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

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

not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services

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

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

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

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

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

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

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

14. **CONFLICT OF INTERESTS:**

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

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

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

ATTACHMENT C

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

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

These instructions shall be included with each bid solicitation.

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

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

Policy Statement

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

Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Professional Services	4%	4%

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

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

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

Instructions

The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

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

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

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

Sub-Service Provider Utilization Commitment

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

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

Proof of Payment Certification

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

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

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

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

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

Sub-Service Provider Utilization Plan FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the
(Company Name)
 _____ we propose to expend a minimum of _____%
(Project Name)

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

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

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

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

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

(Must be included with submission if not subcontracting any portion of work)

We, _____, hereby certify that it is our
intent to perform **100% of the work required** for the _____ contract.
(Project Name)

In making this certification, the Proposer states the following:

- i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of subconsultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*
 Check box to indicate documentation is attached.
- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.
 Check box to indicate documentation is attached.
- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final subconsultant is not MWBE).**

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Sub-Service Provider Utilization Commitment

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

We _____, do certify that on the
(Company Name)
_____ we will expend a minimum of _____ %
(Project Name)

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

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

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

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

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

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

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

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

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

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

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

Increase Decrease No Change

Name of subconsultant: _____

Service provided: _____

Proposed Action:

Replace subconsultant
 Perform work in-house

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

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

The listed MBE/WBE is bankrupt or insolvent.

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

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

If replacing subconsultant:

Name of replacement subconsultant: _____

Is the subconsultant a certified MWBE ? ___ Yes ___ No

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

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Other Proposed Action:

___ Increase total dollar amount of work

___ Add as an additional subconsultant*

___ Decrease total dollar amount of work

___ Other

Please describe reason for requested action: _____

**If adding additional subconsultant:*

Is the subconsultant a certified MWBE? ___ Yes ___ No

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

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval ___ Y ___ N

Date _____

Signature _____

Pay Application No. _____

Purchase Order No. _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Service Provider: _____

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

Requested Payment Amount for this Period: \$ _____

Is this the final payment? ___Yes ___No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Amount Remaining

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

Date: _____

Certified By: _____
Name

Title

Signature