



**"Property Appraisal Services"**

Request For Proposals  
RFP# 24-25-30

Date of Issuance: March 3, 2025

**Proposal Due Date: March 24, 2025 @ 5:00 pm**

**Contact Person: Linda McCarthy**  
**Title: Safety / Risk Manager**  
**Phone Number: 252-329-4452**  
**Email Address: [lmccarthy@greenvillenc.gov](mailto:lmccarthy@greenvillenc.gov)**

Issuing Department  
Human Resources  
200 West Fifth Street  
Greenville, North Carolina 27834

Date: March 3, 2025

Subject: Property Appraisal Services

Contact: Linda McCarthy, Safety / Risk Manager

The City of Greenville, Human Resources Department, is seeking proposals from qualified firms for appraisal services to provide accurate, consistent valuation of buildings and properties owned by the City of Greenville.

The City of Greenville, North Carolina serves a population of over 90,000 with an infrastructure which includes 3 police stations, 7 fire stations, 3 libraries, a public works complex, a parks maintenance complex, 2 administrative buildings, an employee health clinic, several recreational buildings and parks, several community buildings, 3 cemeteries with buildings and other multi use facilities.

#### **I. GENERAL INFORMATION**

- A. READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
- B. LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
- C. ACCEPTANCE AND REJECTION:** The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
- D. WITHDRAWAL OF PROPOSAL:** No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager, Wanda House, 252-329-4862.
- E. CONFLICT OF INTEREST:** Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.
- F. LOCAL PREFERENCE:** 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 may pertain to this project. For more information please see the City of Greenville's webpage at: <https://www.greenvillenc.gov/government/financial-services/purchasing>.

- G. TAXES:** Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.
- H. CITY RIGHTS AND OPTIONS:** The City, at its sole discretion, reserves the following rights:
- To supplement, amend, substitute or otherwise modify this RFP at any time.
  - To cancel this RFP with or without the substitution of another RFP.
  - To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the City.
  - To issue additional requests for information or clarification from Vendors or to allow corrections of errors or omissions.
  - To require one or more Vendors to supplement, clarify, or provide additional information in order for the City to evaluate the responses submitted.
  - To negotiate a contract with a Vendor based on the information provided in response to this RFP.
- I. PUBLIC RECORDS:** Any material submitted in response to this solicitation will become a “public record.” Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.
- J. ACCURACY OF SOLICITATION AND RELATED DOCUMENTS:** Each Vendor must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Vendors may not rely on any oral statement by the City or its agents, advisors, or consultants.
- If a Vendor identifies potential errors or omissions in this RFP or any other related documents, the Vendor should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Vendor requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP.
- K. EXPENSE OF SUBMITTAL PREPARATION:** The City accepts no liability, and Vendors will have no actionable claims, for reimbursement of any costs or expenses incurred in

participating in this solicitation process. This includes expenses and costs related to proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

- L. PROPOSAL BINDING:** This proposal is binding for a period of 90 days.
- M. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION:** It is the policy of the City to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) **goal** for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals. Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4862.

- N. 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.
- O. 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.

## **II. PROJECT TIMEFRAME**

Responses to this Request for Proposal are due no later than Monday, March 24, 2025 at 5:00 pm. The successful candidate will be notified by Monday, March 31, 2025 of the City's intent to contract for services. At least five to eight of the results of the appraisal project must be

available to the City no later than Friday, June 6, 2025 for inclusion in the underwriting process for the renewal of coverage. (Requested priority properties are highlighted.) In order to meet this deadline, it is anticipated that the successful candidate will begin visiting building sites no later than Monday, April 14, 2025.

Project Time Frame	Dates and Times
Issuance of RFP	Monday, March 3, 2025
Deadline to Submit Questions	Monday, March 10, 2025
Answers to Questions Provided	Friday, March 14 2025
Proposals Due	Monday, March 24, 2025
Selection	Monday, March 31, 2025

### III. SCOPE OF PROJECT

- A. **PROPERTY TO BE APPRAISED:** All of the buildings to be appraised are located within the City of Greenville Pitt County, North Carolina. More detailed location information including address, current valuation, contact name and phone numbers will be provided to the successful candidate at the time they are selected for the project. Buildings to be included in the project generally consist of government office buildings, community centers, recreational and park buildings and structures, maintenance buildings, storage and garages and libraries.
- B. **BASIS FOR PROPOSAL:** The basis for response to this proposal should be the list of buildings attached as Appendix B, which represents all currently scheduled buildings valued, and any additional buildings as described below.
- C. **ADDITIONAL BUILDINGS:** It is possible that the City will add buildings to its schedules during the project. All proposals must indicate the proposed basis to charge for appraisals which the candidate is asked to perform on buildings not identified in Appendix B. Vendor must receive approval from the Risk Management prior to conducting appraisal of any building not listed on Appendix B.

### IV. VALUATION BASIS

- A. **APPRAISED VALUES:** Appraised values provided by this project will to be used as limits for property insurance coverage, and must be based on methodologies accepted by the insurance industry to determine Replacement Cost (RC) value.
- B. **REPLACEMENT COST VALUE:** For the purposes of this project this valuation is defined as the amount to reproduce the entire property, including all fixtures and machinery and equipment constituting a permanent part of and pertaining to the service of the property, at one time in accordance with all enforceable building ordinances and regulations with materials of like kind and quality in consideration of current market prices for materials, labor, manufactured equipment, contractor overhead, profit, and

fees, excluding the value of foundations and other property located below the lowest basement floor or the surface of the ground, and without deduction for depreciation or obsolescence. Replacement cost value of buildings also includes signs, equipment, transmission lines and poles, lights and other property within 1000 feet of the described building.

**C. DATA REQUIRED:** In addition to RC values, the following data is to be provided on each building appraised:

- Building address
- Building description (from City schedule)
- Department and Division
- Occupancy type
- Construction type
- Roof type
- Square footage (each level and total)
- Number of levels or floors
- Percent of building protected by sprinklers
- Recreational / Park areas: include structures such as playground equipment & surface, tennis courts, stadium seating, dugouts, fencing, scoreboards, lighting, shelters, docks, etc.

**D. FORMAT:** The format, measurements and descriptions of all buildings and structures appraised must be recorded in such detail as to create and support future evaluation and proof of loss reports.

## **VI. DATA FORMAT**

Summary data must be made available to the Safety / Risk Manager in electronic format. PDF Format and Microsoft Excel format is preferred. Each candidate must identify the software format(s) they will use. Electronic digital photographs of each building appraised, must also be included in the summary data.

## **VII. PROJECT PLAN**

The project must be completed to include all corrections and amendments. Proposals should include a project plan detailing the start and completion dates of major project tasks.

## **VIII. REPORTS**

The selected vendor will provide the final report within (30) thirty days of the project completion date. Sample reports should be included with proposals for review. The format of reports will be agreed upon prior to project implementation. At a minimum the successful candidate will be required to provide a final report, in both hard and electronic format, that includes:

- Description of the appraisal process including the method of valuation used
- Certificate of Appraiser
- Color photographs of each building / facility appraised
- Statement of values to include building name, parcel number, latitude and longitude, description, address, square footage, construction type, building occupancy, flood zone, fire alarm and /or sprinkler-protected, year built, and appraised Replacement Cost for each building

The vendor will be required to provide two (2) printed copies and an electronic PDF copy.

## **IX. LICENSE REQUIREMENTS**

Proposals must include copies of all appropriate licenses necessary to conduct the work outlined in this RFP in the state of North Carolina.

## **X. PROPOSAL FORMAT**

All proposals must include the following:

- Information on the firm submitting the proposal
- Description of valuation method to be used
- The name, address, and phone of the firm's contact person for this project
- Resumes of professional staff which will be utilized for this project
- Description of prior experience with public entities or pools
- References, preferably from public entity clients
- Sample reports

## **XI. CONDITIONS FOR PROPOSAL SUBMITTAL**

- A. SUBMISSION:** Firms are required to submit (3) three printed and (1) one electronic copy of their proposal to the following address by the end of business day, Monday, March 24, 2025. Proposals must be endorsed with the signature of an individual with the authority to bind the offer to the extent of the proposal. Each proposal should be submitted in a sealed envelope or prominently marked:

City of Greenville  
Human Resources Department  
Attention: Linda McCarthy, Safety/Risk Manager  
P.O. Box 7207  
Greenville, North Carolina 27834

- B. RETENTION OF PROPOSALS:** Upon submission, all proposals become the property of the City of Greenville which has the right to use any ideas presented in any proposal submitted in response to this RFP, whether or not the proposal is accepted.

## **XII. PROPOSAL EVALUATION**

- A. METHOD OF AWARD:** The City of Greenville considers the subject matter of this proposal to be a professional service. Although economic issues will be considered in the award process, emphasis will be placed on the quality of the service offered, experience factors, the competency of the prospective firm and outside references.
- B. CANCELLATION OF THE AWARD:** The City of Greenville reserves the right, without any liability, to cancel the award of any proposal at any time before the execution of the agreements by all parties.

## **XIII. SELECTION PROCESS**

Representatives of the City of Greenville will evaluate each proposal based on the information furnished by the firms.

**A. SELECTION CRITERIA:** Criteria for the selection of the firm will include the following and their respective weights:

<b>Criterion</b>	<b>Weight</b>
Approach of the firm for the project (Project Plan)	50%
Performance of the firm and/or proposed team on similar projects	10%
Qualifications of individual(s) proposed for the duties	25%
Ability to perform to schedule	15%
<b>Total Score</b>	<b>100%</b>

<b>Score Points</b>	
<b>0</b>	Missing Response
<b>1</b>	Poor Response
<b>2</b>	Satisfactory Response
<b>3</b>	Good Response
<b>4</b>	Excellent Response

North Carolina firms qualified to do the required work will be given priority consideration. A North Carolina firm is a firm that maintains an office in North Carolina staffed with an adequate number of employees judged by the City/Department to be capable of performing a majority of the work required.



After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed MWBE participation will be given priority consideration. After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed SPSF participation will be given priority consideration.

An interview phase may or may not be a part of selection for this project. If an interview phase of the selection process is deemed necessary after the initial review of proposals, interviewees will be evaluated based on the following criteria:

1. Overall quality of project presentation
2. Team dynamic
3. Quality of answers provided during the interview

Once a preferred firm is chosen, the City will work with the project team to develop a more detailed scope of services to be included in the project contract. The City reserves the right to negotiate a contract, including the final scope of work and contract price, with any respondent or other qualified party.

#### **IXV. REJECTION OF PROPOSALS**

The City of Greenville reserves the right to reject any and all proposals. The City also reserves the right to cancel or amend this RFP at any time. Any changes in the status of the RFP will be brought to the attention of all parties that have received the same.

#### **VX. MISCELLANEOUS PROVISIONS**

- A. CONTRACT TERMS:** In the event this RFP results in the award of a contract for appraisal services, the selected firm will be responsible for designating an individual(s) with the authority to negotiate and execute said contract.

Proposals submitted in response to the RFP become a part of any subsequent contract. If for any reason the selected firm deviates in any way from previous proposed services and/or personnel assignments during the project, the City of Greenville discontinue work with the vendor without notice. The successful bidder's authorized representative will be expected to sign the City of Greenville's Non-Discrimination Assurances Statement at the time of signing the contract for services.

All information, reports, research, data, design and other work products in the possession of the firm are the property of the City of Greenville. In the event the City discontinues or postpones the project or chooses to discontinue working with the firm all work products will be immediately provided to the City of Greenville.

- B. REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION:** Questions regarding this RFP must be forwarded to [lmccarthy@greenvillenc.gov](mailto:lmccarthy@greenvillenc.gov).
- C. DEVELOPMENT COSTS:** The City of Greenville will not be responsible for any costs incurred by applicants in preparing responses to this RFP.

**Appendix A**

**Proposal Summary**  
**Appraisal Services for the City of Greenville**

1. Total cost to provide all services outlined in the RFP including reports, data, and expenses.

Reports	\$ _____
Data	\$ _____
Estimated Expenses	\$ _____
Not-to-Exceed	\$ _____

2. Cost per building for additional buildings as described in the RFP.

\$ \_\_\_\_\_

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

## Appendix B

### Properties Maintained by Recreation and Parks Department

Location	Name	Address	City	County	State	ZIP
1	Andrew A. Best Freedom Park	315 Oakdale Road	Greenville	Pitt	NC	27834
2	Beatrice Maye Garden Park	1100 Farmville Blvd	Greenville	Pitt	NC	27834
3	Bradford Creek Golf Course / Club House	4950 Old Pactolus Road	Greenville	Pitt	NC	27834
4	Bradford Creek Golf Maintenance Center	4950 Old Pactolus Road	Greenville	Pitt	NC	27834
5	Bradford Creek Soccer Complex	4523 Old Pactolus Road	Greenville	Pitt	NC	27834
6	<b>Dream Park</b>	<b>1700 Chestnut Street</b>	<b>Greenville</b>	<b>Pitt</b>	<b>NC</b>	<b>27834</b>
7	Drew Steele Center	1058 South Elm Street	Greenville	Pitt	NC	27858
8	Elm Street Park	1055 South Elm Street	Greenville	Pitt	NC	27858
9	Elm Street Park	1058 South Elm Street	Greenville	Pitt	NC	27858
10	<b>Eppes Recreation Center</b>	<b>400 Nash Street</b>	<b>Greenville</b>	<b>Pitt</b>	<b>NC</b>	<b>27834</b>
11	Evans Park	625 W. Arlington Blvd	Greenville	Pitt	NC	27834
12	Extreme Park at Jaycee Park	2000 Cedar Lane	Greenville	Pitt	NC	27858
13	Greenfield Terrace	120 Park Access Road	Greenville	Pitt	NC	27834
14	Green Mill Run Greenway	2500 East 5th Street	Greenville	Pitt	NC	27858
15	Greensprings Park	2500 East 5th Street	Greenville	Pitt	NC	27858
16	Greenville Aquatics and Fitness Center	921 Staton Road	Greenville	Pitt	NC	27834
17	<b>Greenville Outdoors Aquatic Center</b>	<b>400 Nash Street</b>	<b>Greenville</b>	<b>Pitt</b>	<b>NC</b>	<b>27834</b>
18	Greenville Off Leash Dog Park	200 North Ash Street	Greenville	Pitt	NC	27858
19	Guy Smith Stadium	1000 Moye Blvd	Greenville	Pitt	NC	27834
20	H. Boyd Lee Park	5184 Corey Road	Greenville	Pitt	NC	27858
21	Hillsdale Park	2531 Sunset Avenue	Greenville	Pitt	NC	27858
22	Inez N. Fridley River's Edge Park	200 North Ash Street	Greenville	Pitt	NC	27858
23	Jaycee Park / East Branch Library	200 Cedar Lane	Greenville	Pitt	NC	27858
24	Kristin Drive Park	100 Kristin Drive	Greenville	Pitt	NC	27858
25	Matthew Lewis Park	900 Legion Street	Greenville	Pitt	NC	27834
26	Paramore Park	401 East Firetower Road	Greenville	Pitt	NC	27858
27	Parks Facility Maintenance Building	101 Hooker Road	Greenville	Pitt	NC	27834
28	Peppermint Park	1400 Brownlea Drive	Greenville	Pitt	NC	27858
29	Perkins Complex	1703 East 14th Street	Greenville	Pitt	NC	27858
30	River Birch Tennis	625 West Arlington Blvd	Greenville	Pitt	NC	27834

	Center					
31	River Park North Science & Nature Center	1000 Mumford Road	Greenville	Pitt	NC	27858
23	South Greenville Recreation Center	851 Howell Street	Greenville	Pitt	NC	27834
24	South Tar Greenway	105 East 5th Street	Greenville	Pitt	NC	27858
25	Sports Connection	1701 East 14th Street	Greenville	Pitt	NC	27858
26	Thomas Foreman Park	400 Nash Street	Greenville	Pitt	NC	27834
27	Town Common	105 East 5th Street	Greenville	Pitt	NC	27834
28	Westhaven Park	203 Cedarhurst Road	Greenville	Pitt	NC	27834
29	Westpointe Park	3575 Stantonsburg Road	Greenville	Pitt	NC	27834
30	Wildwood Park	3450 Blue Heron Drive	Greenville	Pitt	NC	27858
31	Woodlawn Park	100 North Woodlawn Ave	Greenville	Pitt	NC	27858

### Properties Maintained by Public Works Department

Location	Name	Address	City	County	State	ZIP
1	City Hall	200 West 5th Street	Greenville	Pitt	NC	27858
2	Emergency Operation Center	3377 East 10th Street	Greenville	Pitt	NC	27858
3	Employee Health Clinic	1400 Brownlea Drive	Greenville	Pitt	NC	27858
4	Fire/Rescue Station #2	2490 Hemby Lane	Greenville	Pitt	NC	27834
5	Fire/Rescue Station #3	2400 Charles Blvd.	Greenville	Pitt	NC	27858
6	Fire/Rescue Station #4	200 Staton Road	Greenville	Pitt	NC	27834
7	Fire/Rescue Station #5	255 Rollins Drive	Greenville	Pitt	NC	27834
8	Fire Rescue Station #6	3375 East 10th Street	Greenville	Pitt	NC	27858
9	Fire Rescue Station #6	3379 East 10th Street	Greenville	Pitt	NC	27858
10	Fire Rescue Station #6	3381 East 10th Street	Greenville	Pitt	NC	27858
11	Fire Rescue Station #7	4170 Bayswater Drive	Greenville	Pitt	NC	27858
12	Fleming House	302 S. Greene Street	Greenville	Pitt	NC	27834
13	G.K. Butterfield Transportation Center	600 South Pitt Street	Greenville	Pitt	NC	27834
14	George Washington Carver Library	618 West 14th Avenue	Greenville	Pitt	NC	27834
15	Homestead Memorial Gardens Cemetery	4251 East 10th Street	Greenville	Pitt	NC	27858
16	Intergenerational Chapel	1124 West 5th Street	Greenville	Pitt	NC	27834
17	Intergenerational Community Center (convent)	1100 Ward Street	Greenville	Pitt	NC	27834
18	Intergenerational School Building	1101 Ward Street	Greenville	Pitt	NC	27834
19	Intergenerational Annex	1118 West 5th Street	Greenville	Pitt	NC	27834
20	Intergenerational (Rectory)	1120 West 5th Street	Greenville	Pitt	NC	27834
21	Material Storage Shed	1717 S Skinner Street	Greenville	Pitt	NC	27834
22	Municipal Building	201 West 5th Street	Greenville	Pitt	NC	27858
23	Parking Deck	120 E Fourth Street	Greenville	Pitt	NC	27858

<b>24</b>	<b>Police/Fire Rescue Headquarters</b>	<b>500 South Greene Street</b>	<b>Greenville</b>	<b>Pitt</b>	<b>NC</b>	<b>27834</b>
25	Disabled Veterans Facility	2805 E. 2nd. Street	Greenville	Pitt	NC	27858
26	Police Substation - West Greenville	1024 West 5th Street	Greenville	Pitt	NC	27834
27	Port Terminal Facility	920 Port Terminal Road	Greenville	Pitt	NC	27858
<b>28</b>	<b>Public Safety Annex</b>	<b>5300 Northland Drive</b>	<b>Greenville</b>	<b>Pitt</b>	<b>NC</b>	<b>27834</b>
29	Public Works Complex	1500 Beatty Street	Greenville	Pitt	NC	27834
30	Sheppard Memorial Library	530 Evans Street	Greenville	Pitt	NC	27858
31	Shop at Rear of GW Cemetery	2900 E 2nd Street	Greenville	Pitt	NC	27858
32	United Way Park	107 West 4th Street	Greenville	Pitt	NC	27858

## Appendix C

### CONTRACT 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 proposal. 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. **\*NEW UPDATE:** General Contractor(s) are responsible for ensuring all subcontractors working on the project are registered as vendors with the City of Greenville and have active registration prior to contract award. **All new vendors, including subcontractors/consultants, must register with the City of Greenville's online portal prior to the rendering of goods or services.**

**Registration as a vendor with the City of Greenville is the responsibility of prime or subcontractor/consultant, and requires the prospective new vendor to submit a W-9, and complete the registration through the City's vendor portal at the following web address: <https://selfservice.greenvillenc.gov/vss/Vendors/default.aspx>.**

**If the prospective new vendor is *only* providing service(s) as a subcontractor/consultant, submission of payment information is not necessary at the time of registration.**

**General Contractors must provide total amounts paid to MWBE subcontractors with each payment application/invoices.**

9. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
10. **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

11. **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.
12. **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.
13. **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.
14. **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.
15. **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.



16. **ASSIGNMENT:** This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.
17. **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.
18. **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.

## **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).