

**INVITATION TO BID  
BID# 25-26-31**

**RECREATION AND PARKS DEPARTMENT  
City Park Mowing 2026  
Informal Bid Request**

**CITY OF GREENVILLE  
NORTH CAROLINA**



**Pre-Bid Meeting:** Monday, February 23, 2026 @ 9:00 a.m.  
Facilities Management Conference Room  
101 Hooker Road, Greenville, NC 27835

**Bid Due Date:** Monday, March 9, 2026 @ 9:00 a.m.  
Facilities Management Conference Room  
101 Hooker Road, Greenville, NC 27835

**Contact Persons:**

**Questions regarding the bid package:**  
Mrs. Wanda House  
Purchasing Manager  
Telephone: 252-329-4862  
Email: [whouse@greenvillenc.gov](mailto:whouse@greenvillenc.gov)

**Questions regarding the specifications:**  
Mr. Josh Pomeroy  
Parks Facility Manager  
Telephone: 252-329-4511  
Email: [jpomeroy@greenvillenc.gov](mailto:jpomeroy@greenvillenc.gov)

**CITY OF GREENVILLE  
ADVERTISEMENT FOR PROPOSALS  
“CITY PARK MOWING”**

The City of Greenville, NC is requesting proposals for “CITY PARK MOWING 2026” see Exhibit “A”. The scope of work shall include litter removal, finish mowing, weed trimming, edging, and clipping removal of (7) parks throughout the City. These areas total approximately 23 acres.

Sealed proposals or emailed proposals will be received by the City of Greenville until March 9, 2026 @ 9:00 am in the Facilities Management Conference Room located at 101 Hooker Rd, Greenville, NC 27835-7207 or to [jpomeroy@greenvillenc.gov](mailto:jpomeroy@greenvillenc.gov) with the words “City Park Mowing 2026” written on the outside of the sealed envelope. Bids will be reviewed, evaluated, and the contract will be awarded at a later time.

A mandatory Pre-bid Conference will be held at the Facilities Management Conference Room located at 101 Hooker Road, Greenville, NC 27835-7207 on Monday, February 23, 2026 @ 9:00 am. 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 sixty (60) 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, Purchasing Manager, 200 W. 5<sup>th</sup> Street, Greenville, NC 27834, during regular business hours, and available to prospective bidders.

Inquiries regarding the bidding process or documents should be directed to the Purchasing Manager at [whouse@greenvillenc.gov](mailto:whouse@greenvillenc.gov) or by telephone (252) 329-4862. Minority/Women owned businesses are encouraged to submit proposals.

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

## INSTRUCTIONS TO CONTRACTORS

**Proposal to Provide  
City Park Mowing 2026  
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 contractor offering a proposal after a written notice of award by the City, a written contract will be required to be executed and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.**
- 3. Each Contractor submitting a proposal is affirming that no official or employee of the city is directly or indirectly interested in this proposal for any reason of personal gain.**
- 4. 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.**
- 5. If the Contractor is unable to provide a proposal for any reason, please send a letter of explanation.**
- 6. Questions regarding any procedure for submission of a proposal for Greenville City Park Mowing 2026 shall be directed by email to Josh Pomeroy, Parks Facility Manager at [jpomeroy@greenvillenc.gov](mailto:jpomeroy@greenvillenc.gov).**
- 7. By submitting a proposal for the Contractor to provide Greenville City Park Mowing, the Contractor attests that it is in compliance with all items listed in the bid/proposal 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.**
- 8. Contractor must comply with all local, state, federal, laws, safety/regulatory requirements and ordinances associated with the work within this contract.**
- 9. It is expected that work would begin no earlier than April 1, 2026. However, such starting date is subject to change based on time needed to finalize the contract or the approval/signature process, or other reasons.**
- 10. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided.**

- 11. All Greenville city park mowing must be performed Monday – Friday between sunrise and 3:30pm. Mowing on weekends and after hours needs to be requested and approved by city staff per occurrence.**
- 12. 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. Deficiencies in work performance must be corrected immediately.**
- 13. 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.**

**“Exhibit A”**

**CITY OF GREENVILLE  
RECREATION AND PARKS DEPARTMENT  
SPECIFICATIONS FOR  
CITY PARK MOWING 2026**

**1.0 SCOPE OF WORK:**

- 1.0 The scope of work shall include litter removal, finish mowing, weed trimming, edging, and clipping removal for the Evans Park/River Birch Tennis center, Hillsdale Park, Dream Park, Westpoint, Kristin Drive, Greenspring’s park, and Beatrice May Park.**
- 1.1 The attached Exhibit “B”, City Park Mowing Contracts 13-17,19 and 21, details the line items associated with contract area. Bids shall be per line item and totaled per contract.**

**2.0 GENERAL:**

- 2.1 Contractors submitting bids need to ensure bid is complete for contract.**
- 2.2 Contracts 13-17, 19 and 21 to be mowed on a weekly basis (32 weeks) and 2 cuts as needed for 34 annual cuts. Mowing frequency is subject to change due to weather conditions such as drought or increased wet conditions.**
- 2.3 All mowing shall be completed in a professional manner and shall conform to these specifications.**
- 2.4 Failure of the contractor to meet or perform work to these specifications as determined by the Recreation and Parks Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in ten (10) days.**
- 2.5 Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.**

**3.0 PARK MOWING:**

- 3.1** The contractor is expected to remove scattered debris, litter and limbs prior to mowing, excluding material that has been illegally dumped. Contractor must notify Bryan Adams, Parks Facility Supervisor at (252) 329-4558 with location of illegally dumped material.
- 3.2** The contractor is responsible for removing from each site and properly disposing of all tree limbs of six (6) inch diameter and below.
- 3.3** The City will be responsible for hauling limbs larger than six (6) inches in diameter from all areas. Contractor must notify Bryan Adams, Parks Facility Supervisor at (252) 329-4558 with location of limbs larger than six (6) inches diameter.
- 3.4** All finish areas will be mowed at two (2) inches in height. Areas where large riding mowers are not feasible must be mowed with push mowers. All bush hog areas will be mowed at four (4) to six (6) inches in height.
- 3.5** Herbicide spraying shall be done to control weed and grass growth. This task shall be done to industry standards and in accordance with labeled guidelines.
- 3.6** Grass trimming must be performed around all poles, trees, signs and along the fence areas.
- 3.7** Edging must be performed along sidewalks and curbs. Edging can be performed with weed trimmer or edger.
- 3.8** Clippings and debris scattered into the streets from mowing and trimming must be removed immediately and before relocating to an alternate work site.
- 3.9** All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating to an alternate work site.
- 3.10** The City of Greenville reserves the right to reduce or add to the number of line-item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.
- 3.11** The contractor shall avoid mowing under extremely wet conditions where heavy equipment could rut the soil. Contractor must notify Bryan Adams, Parks Facility Supervisor at (252) 329-4558 in the event that a site is too wet to cut.

#### **4.0 PAYMENT AND BID:**

- 4.1 Bids shall be per cycle and totaled per contract.**
- 4.2 The contract period will be from April 1, 2026 to November 1, 2028. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree.**
- 4.3 Payment will be made by the city to the contractor on a monthly basis for the work completed within the previous month. The City will render payment within (30) thirty days of receipt of an approved invoice.**
- 4.4 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the Occupational Safety and Health Act of 1970.**
- 4.5 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.**
- 4.6 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment.**
- 4.7 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 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project.**

**All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.**

**Questions regarding the City's M/WBE Program should be directed to Wanda House, Purchasing Manager at (252) 329-4862.**

#### **4.8 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.

#### **4.8 Equal Employment Opportunity Clause**

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

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.

**4.9** The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid if it seems most advantageous to the City. Any bid submitted will be binding for sixty (60) days after the date of the bid opening.

**4.10** Contractor must complete a new vendor application and associated documents as required upon acceptance of mowing contract.

#### **5.0 WORKERS' COMPENSATION AND INSURANCE:**

The following insurance coverages and limits are standard insurance requirements for City contracts. At times the scope of the contracted work may require additional or unique coverages and increased limits.

The name of the contracting party must agree to purchase at its own expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall accompany this Contract:

**5.1 Workers' Compensation Insurance:**

**Limits:**

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

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

**5.2 Commercial General Liability:**

**Limits:**

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

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. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations

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

**5.3 Commercial Automobile Liability: (If Applicable)**

**Limits:**

**\$1,000,000 combined single limit.**

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

**Named Insured:**

**The named Insured shall be The City of Greenville, P.O. Box 7207, Greenville NC 27835, the Contractor and all sub-contractors with a contractual assumption of responsibility for damage to the project.**

**All insurance companies must be registered to do business in North Carolina. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the Safety Risk Manager for approval before commencing work. Contractor shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Contract.**

**A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified. The Certificate of Insurance must identify the Contract and contract work, including location, to be completed in the description section.**

**The City of Greenville's review or acceptance of Certificates of Insurance shall not relieve contractor of any requirement to provide the specific insurance coverages set forth in the Contract. Nor shall the City of Greenville's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Contract or acknowledgement that all insurance coverage requirements set forth in the Contract have been met. Changes to insurance must be sent to:**

**Josh Pomeroy, Parks Facility Manager**

**City of Greenville**

**P.O. Box 7207**

**Greenville, N.C. 27834**

**Email: [jpomeroy@greenvillenc.gov](mailto:jpomeroy@greenvillenc.gov)**

**6.0 DAMAGE TO CONTRACTORS PROPERTY:**

**6.1 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.

- 6.2 The successful bidder agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising 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.

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, tool or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing that service enumerated herein. The successful bidder shall assume full and complete liability for any and all damages to tombstones, markers, building improvements fences, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

## 7.0 ADDENDUM

- 7.1 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.
- 7.2 Amendment: The contract may be amended from time to time through written agreement by both parties.

## 8.0 LOCAL PREFERENCE AND SERVICE POLICIES:

- 8.1 The City of Greenville has adopted a Local Preference Policy, Resolution No. 031-15, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information, please see [Purchasing | Greenville, NC](#) of Greenville's webpage.

- 8.2 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.**

- 8.3 IRAN DIVESTMENT ACT: Vendor certifies that; (i) it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-86.58; (ii) it will not take any actions causing it to appear on said list during the terms of this Purchase Order, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.**
- 8.4 All firms that are submitting a bid are required to complete the Iran Divestment Act Certification form included as Attachment C and shall be included with the bid package.**

**9.0 REFERENCE INFORMATION**

All bidders must provide a list of three (3) client references of similar park mowing or commercial related mowing 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 below with the bid sheet.

1. Company name: \_\_\_\_\_

Contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Phone No. \_\_\_\_\_

2. Company name: \_\_\_\_\_

Contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Phone No. \_\_\_\_\_

3. Company name: \_\_\_\_\_

Contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Phone No. \_\_\_\_\_

**10.0 CONTRACTOR INFORMATION**

Please provide the information below with the bid sheet.

**CITY OF GREENVILLE  
NORTH CAROLINA**

**PROSPECTIVE CONTRACTOR DATA FORM**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Mobile Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Tax ID#** \_\_\_\_\_

**Corporation or Partnership:** \_\_\_\_\_

**Number of Years in Business:** \_\_\_\_\_

**Number of Years in Greenville Area:** \_\_\_\_\_

**Number of Permanent Employees:** \_\_\_\_\_

**Number of part-time Employees:** \_\_\_\_\_

**Number of Riding Lawn Mowers:** \_\_\_\_\_

**Number of Weed Trimmers/Edgers:** \_\_\_\_\_

**List other tools and/or equipment you feel appropriate to perform the specified duties:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF GREENVILLE  
RECREATION AND PARKS DEPARTMENT  
REQUEST FOR BIDS**

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

<u>Description</u>	<u>Bid per Cycle/Total Contract</u>
City Park Mowing 2026:	Contract 13 _____/_____
	Contract 14 _____/_____
	Contract 15 _____/_____
	Contract 16 _____/_____
	Contract 17 _____/_____
	Contract 19 _____/_____
	Contract 21 _____/_____

Company Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

**Exhibit "B"**

**City Park Mowing Location**

**CONTRACT 13**

Beatrice May Garden Park, 1100 Farmville Blvd., Approximately 1 Acre

**CONTRACT 14**

Kristin Drive Playground, Approximately 1 Acre

**CONTRACT 15**

Hillsdale Park, 2531 Sunset Ave., Approximately 1 Acre

**CONTRACT 16**

Evans Park and River Birch Tennis Center, 625 W Arlington Blvd., Approximately 6 Acres

**CONTRACT 17**

Dream Park, 1700 Chestnut St., Approximately 3 Acres

**CONTRACT 19**

Greenspring's Park, 2500 E 5<sup>th</sup> St., Approximately 10 Acres

**CONTRACT 21**

Westpointe Park, 1821 Gretna Dr., Approximately 1 Acre that is developed

**\*\*Contractor, Vendor or Bidder – Return This Form With All Other Required Documentation\*\***

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.  
143C-6A-5(a)**

Name of Contractor, Vendor or Bidder: \_\_\_\_\_

As of the date listed below, the contractor, vendor or bidder listed above, and all sub-contractors utilized by the contractor, vendor or bidder listed above, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

***Notes to persons signing this form:***

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.

**\*\*Contractor, Vendor or Bidder – Return This Form With All Other Required Documentation\*\***

**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 Nondiscrimination 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.

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

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).