



PROJECT MANAGEMENT

Request for Qualifications

Date of Issue: September 16, 2025

Architectural and Engineering Design Services for Fire Station 8

Through this RFQ the City of Greenville is soliciting Statements of Qualifications from architecture and engineering firms for the provision of design and construction bid documents related to designing and building a new fire station.

Questions regarding the RFQ package should be directed to: Wanda House, Financial Services Manager 252.329.4862 or via email at whouse@greenvillenc.gov

Questions regarding the specifications of the project should be directed to Mark Nottingham, City Projects and Development Manager at 252.329.4242 or via email at mnottingham@greenvillenc.gov



Request for Qualifications for Fire Station 8



Introduction

The City of Greenville, NC is seeking letters of interest from qualified Architectural Firms to perform professional services including preparation of architectural plans, specifications and related documents and services for the design of a new Fire Station on Forelines Rd (Parcel # 91270). The selected firm shall provide or subcontract all civil site design and external/internal system design (electrical, mechanical, plumbing, HVAC, fire protection, communications, etc.) and acquire all permits related to this work. The Architect shall include in their submittal, cost estimating services. Cost estimates will be required at various points during the design of the project. A proven track record in cost containment (cost estimating and minimizing contractor initiated change orders) and extensive fire station design experience is essential.

Statements of qualifications and letters of interest should be emailed to Mark Nottingham mnottingham@greenvillenc.gov on or before **2:00 pm on October 09, 2025**. The submittal package should be clearly marked “Letter of Interest/Statement of Qualifications- City of Greenville Fire Station 8 Design Services” and clearly identify the firm submitting the proposal. The proposals should include a table of contents to facilitate review. An email can be sent to mnottingham@greenvillenc.gov to confirm receipt of your package. All correspondence should reference “RFQ Fire Station 8” in the subject line. The City of Greenville will not be held responsible for lost or missing submittals.

All proposals must be signed by an authorized official of the firm. The vendor shall insert the required responses and supply all the information, as requested, on the enclosed Forms.

Procurement Process

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows:

Event	Date and Time
Issuance of RFP	Tuesday, September 16, 2025
Deadline to submit questions	Tuesday, September 30, 2025 at 4:00 p.m.
Answers to questions provided	By Friday, October 03, 2025 at 5pm
Proposal Due	Thursday, October 09, 2025 at 2:00 p.m.

Upon review of the RFP documents, firms may have questions to clarify or interpret the RFQ in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to mnottingham@greenvillenc.gov by the date and time specified above. Vendors should enter "RFQ Fire Station 8" as the subject for the email.

Responses will be posted in the form of an addendum to the RFQ on the City's website. No information, instruction or advice provided orally or informally, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding.

No contact regarding this RFQ will be allowed between Proposers or potential Proposers and employees of the CITY staff after issuance of the RFQ with the exception of the Financial Services Manager or Project Manager. Any such contact may disqualify a firm from further consideration. Requests for clarification from Proposers will be allowed provided that such requests are made through the Financial Services Manager or Project Manager in writing.

Scope of Project

The City is planning to build a new Fire Station on an undeveloped piece of property located on Forlines Road (Parcel ID # 91270). This station will house three companies and a battalion chief. The City has tentatively determined that the following features will be required:

1. Two to three bay station
2. Drive-through bays (bays at a minimum of 75 feet in depth and 14 foot clear openings)
3. Sleeping quarters
4. Exercise Room
5. Kitchen and Day Room
6. Administrative offices (2-4)
7. Server room with dedicated HVAC
8. Parking spaces for staff

The Architect will be providing the City the following services. This list is not intended to be all-inclusive but to describe the scope of services.

1. Preliminary
 - a. Programming session to establish design scope.
 - b. Prepare preliminary site and building layout for staff review.
 - c. Develop rough order of magnitude cost estimate based on experience with similar scopes.

2. Design
 - a. Complete all design and construction drawings including grading plans and specifications for a formal bid process.
 - b. Provide value engineering options as needed to evaluate different approaches or finish selections.
 - c. Obtain appropriate permits and approvals for construction.
 - d. Prepare bid documents and hold pre-bid conference.
 - e. Refine cost estimates during design to confirm adherence to budget.

3. Contract Administration and Construction Inspection
 - a. Open and verify bids in conjunction with the City of Greenville Project Manager.
 - b. Conduct pre-construction conferences.
 - c. Shop drawing and submittal review.
 - d. Provide regular construction inspection.
 - e. Conduct monthly on-site progress meetings.
 - f. Respond in a timely fashion to requests for information and prepare bulletin drawings.
 - g. Review, evaluate, and provide a recommendation regarding change order requests.
 - h. Review and approve pay requests from contractors.
 - i. Coordinate with construction management software Procore or similar if desired by the City.
 - j. Ability to conduct weekly site visits.

Qualification Submittal

Firms must tailor their submittals to show recent fire station design and construction projects. The City is seeking to engage a firm who has extensive experience in fire station design, with the most recent projects being the most desirable. Interested firms should have completed multiple career-based, municipal fire station projects of similar scope as described in this RFQ in the last 5 years.

Interested firms should provide (1) electronic copy of a package containing the following:

1. Cover letter expressing interest in providing these services. The letter should address what makes the firm/team uniquely qualified to provide these services. The cover letter must also acknowledge any addenda issued as a part of this project. All addenda will be issued via the City's Purchasing website.

2. A detailed project approach, specifically outlining the procedures each firm or team envisions taking to provide these services. This should be no more than ten pages.

3. A project team and organizational chart including project manager, project architect, engineers, designers, technicians, as well as subcontracting firms, including their key personnel. This should be a single page organization chart.
4. Office Location of Project Manager who will be main point of contact. Location of office(s) where work would be performed. If work is shared between offices, please estimate and describe the split of this workload.
5. Resumes for project team members. These should be concise resumes with bullet points for specific project descriptions. Please specifically highlight the following:
 - a. Project experience specifically related to design of fire stations similar to our scope above. These should be listed beginning with the most recent projects and should include reference contact information for the most recent projects and name of the project manager.
 - b. Listing of previous projects performed for municipal, career –based fire stations/public safety facilities including references and contact information for same. Limit projects to no more than 5 years previous.
6. Tabular List of all example projects included above, showing original project budget estimate, actual original contract amount, change order amounts and final adjusted contract amount. Scope changes may be noted to explain additions or deletions to the original bid scope.
7. Anticipated Project Schedule: This schedule should begin with notice to proceed and identify milestone dates and time spans, including start and completion dates through construction completion. Time shall also be accounted for in the project schedule to allow for City staff to review preliminary and final plans, specification, and estimates. The assumption made as to this time should be included and as necessary delineated in the submitted project schedule. At a minimum, the tasks should be broken down as follows:
 - a. Preliminary Building Design
 - b. Design Development
 - c. Cost Estimating
 - d. Final Design
 - e. Bidding/award
 - f. Construction Administration
 - g. Project Acceptance & Closeout

*****NOTE – Time should be built in at each benchmark for cost estimates during design phases.**

Selection Criteria

The considerations below, with their weighted scores, will be utilized for selection of the firm. Selection will be made after thorough review conducted by a City panel. Actual interviews may be conducted after review of the initial responses by interested firms.

1. The firm's recent experience, knowledge, and familiarity in the design of similar projects and the firm's demonstrated ability in design incorporating the client's design preferences. 30%
2. The successful experience of the staff to be assigned to this project to perform the type of work required within the budget established by the City and with minimal to no change orders. 20%
3. The detailed project approach designed by the firm. 20%
4. The firm's ability to meet a time schedule established for the work 15%
5. The firm's ethical and professional standing and satisfactory performance on previous contracts including a positive client relationship, commitment to the project budget and sufficient supervision of the construction project. 10%
6. The firm's geographical location in regards to their ability to provide adequate construction oversight in person. 5%

Price will NOT be considered in the selection process; however, the City reserves the right to terminate negotiations with the selected firm and proceed to another firm should fee negotiations fail. Selection of firms will be based on the entirety of the information submitted. Special emphasis shall be given to project team experience in successfully delivering Fire Station projects within budgeted estimates and in adherence to developed schedules. The City reserves the right to award projects in a manner that is in the best interest of the City. It may combine, divide, add to, or reduce the scope of the work to the benefit of the City. It also reserves the right to perform portions of the work "in-house" with existing staff.

Terms and Conditions

1. NON-DISCRIMINATION: The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

2. 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.

3. 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.

4. ACCEPTANCE/REJECTION OF PROPOSALS: The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all bids/proposals, and to award or not award a contract based on this proposal.

5. 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.

6. 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.

7. MWBE PROGRAM: Minority and/or Women Business Enterprise (MWBE) 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. See Forms in Appendix A.

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 the M/WBE Office at (252) 329-4862.

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.

The General Contractor is responsible for ensuring all subcontractors working on the project are

registered as vendors with the City of Greenville and have active registrations prior to contract award.

General Contractor must provide total amounts paid to MWBE subcontractors with each payment application/invoice.

- 8. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of Greenville 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 because of race, color, religion, sex, national origin or ancestry. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
- 9. FEDERAL 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.
- 10. WITHDRAWAL OF PROPOSALS:** No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.
- 11. SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, 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.
- 12. INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, 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, workers' compensation, pension or retirement benefits.
- 13. VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
- 14. 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, 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.
- 15. IRAN DIVESTMENT ACT:** Vendor certifies that; (i) it is not identified on the Final Divestment List or

any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

APPENDIX A

**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 sub consultants. 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

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 sub consultants. *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 sub consultant 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 sub consultant: _____

Service provided: _____

Proposed Action:

___ Replace sub consultant

___ 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 sub consultant:

Name of replacement sub consultant: _____

Is the subconsultant a certified MWBE ? ____ Yes ____ No

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

____ Increase total dollar amount of work

____ Add as an additional sub consultant*

Please describe reason for requested action: _____

**If adding additional sub consultant:*

Is the sub consultant a certified MWBE? ____ Yes ____ No

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

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: _____

Date: _____

Certified By: _____
 Name

 Title

 Signature

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.

- 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).