

**REQUEST FOR PROPOSALS  
RFP #24-25-31**

**CITY OF GREENVILLE  
PUBLIC WORKS DEPARTMENT  
BUILDINGS AND GROUNDS DIVISION  
MOWING CONTRACT #17  
GREENVILLE GATEWAY SIGN  
LANDSCAPE AND TURF MAINTENANCE  
City of Greenville, North Carolina**



**Information Meeting:** **Tuesday, February 4, 2025, at 2:00 pm**  
**On-site at the Greenville Gateway Sign**  
**3550 I-587 W, Greenville, NC**

**Proposal Due Date:** **Tuesday, February 25, 2025, at 2:00 pm**  
**Public Works Administrative Offices**  
**1500 Beatty Street, Greenville, NC**

**Contact Persons:**

**Questions regarding the proposal package:**

**Wanda House**  
**Financial Services Manager**  
**Telephone: 252-329-4862**  
**Fax: 252-329-4464**  
**Email: [whouse@greenvillenc.gov](mailto:whouse@greenvillenc.gov)**

**Questions regarding the specifications:**

**Michael Turner**  
**Building Facilities Coordinator**  
**Telephone: 252-329-4921**  
**Fax: 252-329-4844**  
**Email: [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov)**

**CITY OF GREENVILLE  
REQUEST FOR PROPOSALS  
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT  
BUILDINGS AND GROUNDS DIVISION  
GATEWAY SIGN LANDSCAPE AND TURF MAINTENANCE"**

The City of Greenville, NC is requesting proposals for "Public Works Department Landscape And Turf Maintenance Contracts" as listed below. The scope of work will include litter removal, clipping removal, mowing, weed trimming, pruning, weeding, herbicide application, plant removal/replacement, mulch maintenance, and edging on each cycle per scope of work and specifications.

**Contract # 17 – Weekly Cycle (Year-round)**

- Landscape and turf maintenance at Greenville Gateway Sign

Sealed proposals will be received by the City of Greenville until Tuesday, February 25, 2025, at 2:00 pm at the Public Works Department Administrative office located at 1500 Beatty Street, Greenville, NC 27835-7207 with the Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Contract #17 Greenville Gateway Sign Landscape and Turf Maintenance Proposal written on the outside of the sealed envelope.

All proposals will be marked with the date and time they are received by reception staff. Proposals will not be opened and read aloud at this time but will be reviewed and contracts will be awarded at a later date.

An information meeting will be held on-site at the Greenville Gateway Sign, located at 3550 I-587 W, on Tuesday, February 4, 2025, at 2:00 pm. Site visit to follow the information meeting. An additional site visit will be available by appointment at 9:00AM on Thursday, February 7, 2025. Please contact Michael Turner, Building Facilities Coordinator at [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov) to schedule this appointment.

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

From the date of this advertisement until the date of opening the proposals, and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of Wanda House, Financial Services Manager, 200 W. Fifth Street, Greenville NC, or at the Public Works Department located at 1500 Beatty Street, Greenville NC, during regular business hours, and available to prospective firms. Inquiries regarding the proposal process or documents should be directed to the Financial Services Manager at [whouse@greenvillenc.gov](mailto:whouse@greenvillenc.gov) or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

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

**INSTRUCTIONS TO CONTRACTORS**

**Proposal to Provide  
Greenville Gateway Sign Landscape and Turf Maintenance  
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 prior to award on this contract.
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. Questions regarding the specifications or mowing and/or landscape maintenance areas for the Greenville Gateway Sign Turf and Landscape Maintenance contract, shall be directed by email to Michael Turner, Building Facilities Coordinator at [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov).
6. By submitting a proposal for the Contractor to provide the Greenville Gateway Sign Turf and Landscape Maintenance contract, the Contractor attests that it is in compliance with all items listed in the 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.
7. Contractor shall comply with all local, state, federal laws, safety/regulatory requirements, and ordinances associated with the work within this contract.
8. It is expected that work would begin around April 1, 2025. However, such starting date is subject to change based on time needed to finalize the contract, the approval/signature process or other reasons.
9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov)
10. All City of Greenville facility mowing or landscaping, must be performed Monday – Friday during daylight hours.
11. 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.

12. 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.
13. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.
14. 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.

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.

15. The Contractor will need to show proof of a valid North Carolina pesticide license, as well as a North Carolina landscape contractor's license for the Greenville Gateway Sign Landscape and Turf maintenance contract and include this information and documentation with the submitted proposal.
16. The Contractor shall bear all associated costs for replacing damaged turf or plants if such damage has been deemed the result of operations by the contractor.

## PROPOSAL CONTENTS AND FORMAT

**Note:** The proposal shall be concise, straightforward and no more than twenty-five (25) pages, including all pertinent attachments, exhibits, appendices and product brochures.

Firms which have relevant experience and positive references with turf, landscape and shrub maintenance of similar size and style are invited to complete and submit a proposal.

To enhance comparability, the proposal should be outlined per the informational sequence noted below:

1. Cover letter
2. Qualifications of the Firm
3. Methods and procedures of landscape maintenance
4. Qualifications of Staff
5. Price

All proposals must be submitted and received on or before 2:00 PM on Tuesday, February 25, 2025.

## EVALUATION CRITERIA

1. Cover letter (10 Points)
  - The cover letter shall summarize the key points in the proposal, include a statement regarding how the firm will administer this contract, an appropriate introductory and contact information including the name of the firm's principal liaison, and bear the signature of a person duly authorized to legally commit the firm.
  - Provide information regarding the disciplines and specialty areas that your firm can provide.
2. Qualifications of the Firm (20 Points)
  - Include a statement regarding the qualifications of the firm as a business entity, past performance, and experience with a special emphasis on work similar to this project.
  - Provide relevant experience of turf care and landscape maintenance in a similar setting and include years of experience conducting similar work.
  - Proving experience working with Federal, state and/or local governments.
  - Previous work performance and quality of completed work.
  - Provide examples of completed work within the last 5 years.
3. Methods and procedures of landscape maintenance (40 Points)
  - Proposals shall include a detailed outline of how the firm will conduct landscape maintenance and a detailed plan for turf maintenance, including how to create a vibrant, dense stand of turf.
  - Describe how your firm will coordinate and communicate with City staff for watering, fertilizing, hand weeding, planting and pruning of all plant beds and shrubbery.

- Describe your firm’s specifications that meet the turf, landscape and shrub maintenance specifications.
4. **Qualifications of Staff (20 Points)**
- Provide a statement describing a staffing plan that identifies the project manager(s) and other key personnel who will be assigned to the project.
  - Discuss the qualifications and experience of each key individual
    - i. Proposed project manager.
    - ii. Allocation of time to the performance of work under this solicitation.
    - iii. Organization of the workforce and personnel utilization.
    - iv. Provide an organizational chart for all staff members who will be part of this project.
5. **Price Schedule (10 Points)**
- Fill out pricing sheet to include all costs to be incurred and billed.
6. **Certification forms**
- All forms must be completed, signed, dated, unaltered and submitted with the proposal.

The following criteria will be the basis on which contractors will be selected for further consideration:

<u>Section:</u>	<u>Weight in Evaluation</u>
Cover Letter	10%
Qualifications of the Firm:	20%
Methods and procedures of flower planter maintenance:	40%
Qualifications of the staff:	20%
Price:	10%

**Note 1:** City staff will evaluate the proposals based on the factors outlined under evaluation criteria.

**Note 2:** Evaluation points for price will be assigned based on lowest cost (most points) to highest cost (least points).

**Note 3:** Any and all information submitted in conjunction with this Request for Proposal (RFP) and the evaluation process will not be returned to the respondent.

**Proposals shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 ½ x 11 size pages.**

**CITY OF GREENVILLE  
PUBLIC WORKS DEPARTMENT  
BUILDINGS AND GROUNDS DIVISION  
SPECIFICATIONS FOR:  
GREENVILLE GATEWAY SIGN  
LANDSCAPE AND TURF MAINTENANCE  
CONTRACT #17**

**1.0 SCOPE:**

- 1.1 The scope of work shall include litter removal, clipping removal, weed trimming, pruning, weeding, herbicide application, edging, mowing, plant removal, mulch maintenance, and leaf removal within the contracted area.**
- 1.2 The total monthly amount shall be included on the attached Contract # 17 Request for Proposals sheet as indicated.**

**2.0 GENERAL:**

- 2.1 All landscape bed maintenance and turf mowing shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.**
- 2.2 Areas of work are to be maintained on the frequency specified and started and completed within a week period (Monday-Friday). Maintenance frequency is subject to change due to weather conditions such as drought or increased wet conditions.**
- 2.3 Failure of the contractor to meet or perform work to these specifications as determined by the Public Works 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.**
- 2.4 Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.**

**3.0 GREENVILLE GATEWAY SIGN LANDSCAPE AND TURF MAINTENANCE:**

- 3.1 The contractor is expected to remove scattered debris, litter, animal waste, cigarette butts and limbs prior to mowing and/or maintaining beds or tree rings, excluding material that has been illegally dumped. Contractor must notify Michael Turner, Building Facilities Coordinator, 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 in 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 Michael Turner, Building Facilities Coordinator, with location of limbs larger than six (6) inches in diameter.**

- 3.4 **Herbicide spraying will be allowed in these areas. Contractor must provide and submit a copy of their North Carolina pesticide license with their completed proposal. The Contractor must be licensed in the required categories for the specified work in this contract area.**
- 3.5 **Mechanical edging must be performed on each cycle along landscape beds and tree rings. Edging can be performed with mechanical edger or string trimmer.**
- 3.6 **Weed trimming must be performed around all poles, trees and signs.**
- 3.7 **Clippings and debris scattered into the streets from landscape maintenance must be removed immediately and before relocating to another work site. Do not blow debris into, or on, paved areas, storm drains, adjacent parking lots or streets, vehicles, landscape beds, tree rings, or structures.**
- 3.8 **The City of Greenville reserves the right to reduce or add to the area(s) 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 price will be adjusted in the event of any elimination or addition of areas.**
- 3.9 **The contractor shall avoid performing landscape bed maintenance or mowing under extremely wet conditions where equipment or vehicles could rut the soil. Notify Michael Turner, Building Facilities Coordinator, if a site is too wet to properly maintain.**
- 3.10 **All turf areas will be finished mowed at two and one-half (2.5) inches in height. All turf areas must be mowed with push mowers. Turf shall be mowed at a different mowing direction each mowing cycle to reduce soil compaction and wear injury in mower wheel tracks.**
- 3.11 **Contractor must not park on any median and/or affect normal traffic flow along designated streets.**
- 3.12 **The following landscape maintenance services shall be provided by the contractor for:**
- **Pruning of Shrubs/Groundcovers**
    1. **Shrubs and groundcovers must be trimmed in the appropriate manner for type of plant material and landscape design at appropriate times for the plant.**
    2. **A pruning plan will be developed by the City and Contractor prior to pruning of shrubs and groundcovers within this contract.**
    3. **Pruning of shrubs should be monthly to maintain the planned design for plantings.**
    4. **Pruning will include deadheading of perennials and removal of dead stalks or leaves at least one time per month.**
    5. **Cut back perennials and groundcovers as species requires prior to spring growing season.**
    6. **Shrubs and groundcovers must be trimmed to avoid encroachment of the signage, curb, streets, or sight lines.**
    7. **Remove each cycle any dead or dying shrubs and/or damaged shrub limbs.**
  - **Pruning of trees**
    1. **Trees must be trimmed in the appropriate manner and time for type of plant material and landscape design one time per year or as directed.**



2. Pruning as directed is defined as direction from the City to prune in the case of safety concerns, low limbs, damage to the plant, or other reasons determined by the City.
  3. A pruning plan will be developed by the City and Contractor prior to beginning pruning of trees within this contract.
  4. Contractor is only responsible for lower limbs (10' and below) of large canopy trees to maintain clearance from the ground, sidewalks, streets, ornamental plantings and for safety considerations.
  5. Water sprouts or suckers must be removed from trees within the contract at least one time per month from March to November.
  6. On each cycle, remove any dead, diseased and/or dying tree limbs within the contract area for trees contractually responsible for.
- **Litter Cleanup**
    1. Litter cleanup includes pickup of litter, animal waste, cigarette butts and debris within the landscape beds, tree rings, and turf areas within the contract area prior to each mowing.
    2. Any waste created by the Contractor will be hauled off and properly disposed of. This includes, but is not limited to plant clippings, dead plants, general trash and other debris.
  - **Mowing**
    1. Edging, utilizing a mechanical edger or string trimmer, shall be completed weekly.
    2. Mowing height shall be 2 ½ inches.
    3. Mowing will be required in all designated areas shown on the maps provided.
    4. Mowing must occur weekly during the mowing season and as needed or as directed by the City during winter months for immediate aesthetic improvement.
    5. Weed trimming must be completed around all structures weekly.
  - **Weed Control**
    1. All pesticides proposed to be applied within this contract area must be approved in advance by Michael Turner, Building Facilities Coordinator.
    2. Hand weed control will be necessary for prevention of plant damage or for immediate visual improvement.
    3. Spray bands around poles, signs, beds or along sidewalks or curbs are NOT permitted.
    4. Pre-emergent herbicide for spring/summer annual weeds shall be applied prior to February 15 of each year. Pre-emergent herbicide for fall/winter annual weeds shall be applied prior to September 15 of each year.
    5. Judicious herbicide spraying of the turf shall occur using the appropriate means and methods to achieve a weed free, vibrant, and dense stand of turf.
    6. Weeds in mulch beds and tree rings can be sprayed with an herbicide in a manner that does not injure the plants.
    7. Refer to Page 15 for more information on weed control in turf.
  - **Mulch Bed Maintenance**
    1. The contractor will rake mulch in landscape beds and tree rings during maintenance activities one time per month where bare areas exist to ensure coverage of bed areas with mulch. At least once per year, the Contractor must turn over all the mulch in all the beds with a small mechanical tiller.

2. Mulch shall not be raked against trunks of trees or base of shrubs but must be tapered to ground level at base of plants.
  3. 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 another work site.
- **Dead or Damage Shrub Removal**
    1. The contractor should remove any dead plants during each maintenance visit and notify Michael Turner, Building Facilities Coordinator, of plants removed. The contractor shall, if notified by the City, remove any dead plants within five (5) working days of notification if between maintenance visits. Repair of the area the plant was removed from will be required prior to contractor leaving the contract area or if supplies are needed within the same day of removal.
  - **Leaf Removal**
    1. Leaves must be removed from turf, tree rings, and landscape bed areas weekly during periods of leaf drop. Timing will depend on plant or tree variety.
    2. Leaves collected shall be disposed of properly. Mulching of leaves when minimal is acceptable as long as this does not create visible thatch.

**Notes:**

- Insect and disease control for plantings and turf will not be provided by contractor but the contractor shall notify Michael Turner, Building Facilities Coordinator, within 24 hours if detected.
- Fertilization of the plantings and turf will be the responsibility of the City.
- The contractor will be required to submit a maintenance plan in writing via email to Michael Turner at [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov) by the 20<sup>th</sup> of each month for the upcoming month. The City will respond with any questions, comments, or concerns prior to the end of the month the maintenance plan is submitted. The maintenance plan must have the following components at a minimum:
  - Pruning plan
  - Herbicide application plan including herbicides proposed to be used
  - Other planned work such as mulching, edging or leaf removal
  - Report of previous month maintenance notes

**4.0 PAYMENT AND PROPOSAL:**

- 4.1 The contract period will be from approximately April 1, 2025, to June 30, 2026. The City reserves the right to extend the contract annually for up to a total of two (2) additional one-year periods if the City and contractor agree in writing starting annually on July 1<sup>st</sup> and ending the last day of June.
- 4.2 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10<sup>th</sup> of each month. This contract will be billed monthly throughout the year during the contract period. The City will render payment within thirty (30) days of receipt of an approved invoice.
- 4.3 Contractors will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.

- 4.4 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
- 4.5 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.
- 4.6 The attached price sheet details the entries required. Each line item shall be filled in as directed.
- 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 proposals 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, Financial Services Manager, at (252) 329-4862 or [whouse@greenvillenc.gov](mailto:whouse@greenvillenc.gov).

- 4.8 Proposer, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Attachment "A" to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.
- 4.9 **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.
- 4.10 The City of Greenville reserves the right to reject any and all proposals, to waive any informalities and to accept the proposal that seems most advantageous to the City. Any proposal submitted will be binding for ninety (90) days after the date of opening.
- 4.11 Contractor must complete a new vendor application and associated documents or update an existing profile as required prior to acceptance of the contract.

**5.0 WORKERS COMPENSATION AND INSURANCE:**

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

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

**(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 by the City. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations. Additionally, the Contractor must be added as an Additional Insured to the Commercial General Liability policy.

**(3) Commercial Automobile Liability:**

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

**(4) Cancellation:**

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

**(5) Proof of Carriages:**

- (1) The Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.**
- (2) The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.**

- (3) All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

- 5.3 The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 5.4 Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

Michael Turner, Building Facilities Coordinator  
 City of Greenville  
 Public Works Department  
 1500 Beatty Street  
 Greenville, N.C. 27834  
 Email: [mturner@greenvillenc.gov](mailto:mturner@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 contractor agrees to indemnify, or hold harmless, the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful contractor 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 firm in fulfilling its obligations under this Agreement.
- 6.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful firm, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful firm's activities and operations while performing those service enumerated herein.
- 6.4 The successful contractor shall assume full and complete liability for any and all damages to 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 AMENDMENTS, ADDENDA, OR QUESTIONS:

- 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. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge reading each addendum on the proposal price sheet.
- 7.2 Amendment: The contract may be amended from time to time through written agreement by both parties.

7.3 **Questions:** Any questions regarding the specifications must be sent by email to [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov)

7.4 **Schedule for questions and addenda:**  
 Last date to submit a question: Tuesday, February 11, 2025, by 5:00 p.m. Questions will be answered via addendum posted on the City's website by: Tuesday, February 18, 2025, by 5:00 p.m.

**8.0 E-VERIFY COMPLIANCE:**

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

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

**9.0 IRAN DIVESTMENT ACT:**

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

**10.0 NON-COLLUSION:**

10.1 Respondents, by submitting a signed 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.

**11.0 WITHDRAWAL OF PROPOSALS:**

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

**12.0 REFERENCE INFORMATION:**

12.1 All proposals must provide a list of three (3) client references of similar turf and maintenance projects. Please provide the information on the "Contractor Reference Information" sheet and attach with the proposal.

**13.0 CONTRACTOR INFORMATION:**

13.1 Please provide the information on the "Contractor Data Form" and attach with the proposal. All information should be accurate and detailed in description.

### Monthly Turf maintenance Responsibilities

Month	Contractor	City of Greenville
January	1. Spot spray roundup in beds to clean up remaining weeds.	
February	1. Apply Prodiamine to turf. 2. Spray MSM or 2,4-D for early broadleaf weed control in turf.	1. Apply RegalStar II (38-0-0) 3 weeks after contractor has applied Prodiamine.
March		1. Apply granular Prodiamine, Freehand or Snapshot to plant beds.
April	1. Spray MSM for early Bahiagrass control in turf. 2. Spray Sedgehammer or Certainty for early sedge control in turf.	1. Spray Bifenthrin on turf and in plant beds for early fire ant control.
May		1. Apply 20-0-15 w/ 40% slow-release fertilizer. 2. Apply Extinguish Plus, Allectus SC, or Taurus for fire ant control on turf and in plant beds.
June	1. Spray MSM or 2,4-D to clean up remaining broadleaf weeds in turf. 2. Spray Sedgehammer or Certainty to clean up any remaining sedges in turf.	1. Apply Acelepryn for army worm control. 2. Initiate grub control measures if needed.
July		1. Apply granular Prodiamine, Freehand or Snapshot to plant beds.
August	1. Spray MSM or 2,4-D to clean up remaining broadleaf weeds in turf. 2. Spray Sedgehammer or Certainty to clean up any remaining sedges in turf.	1. Apply 20-0-15 w/ 40% slow-release fertilizer.
September		1. Apply 5-10-20 w/ Prodiamine (1lb of K). 2. Treat remaining visible fire ant mounds with Bifenthrin.
October	1. Spray Simazine to turf.	1. Apply granular Prodiamine, Freehand or Snapshot to plant beds.
November		
December	1. Spray Simazine + MSM on turf. 2. Spot spray roundup to clean up remaining weeds in plant beds.	



**Contractor Reference Information**

- 1. **Company name:** \_\_\_\_\_  
**Contact person:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_
  
- 2. **Company name:** \_\_\_\_\_  
**Contact person:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_
  
- 3. **Company name:** \_\_\_\_\_  
**Contact person:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**\*\*Include completed form with submitted proposal \*\***









**REQUEST FOR PROPOSALS**

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

**Contract # 17 (Greenville Gateway Sign)**

<u>Description</u>	<u>Price</u>
<b>Total Monthly Price for Greenville Gateway Sign (Per specifications)</b>	_____
<b>Add Alternate: Cost to mulch all landscape beds and tree rings at a depth of two (2) inches with Dark Brown colored premium mulch. (One time per year)</b>	_____

**Note 1: Contract 17 will be awarded based on the total score from the evaluation criteria section of this RFP.**

**Addendum Acknowledgement:**

**Please record each Addendum Number Received: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_**

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

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

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

**Title:** \_\_\_\_\_

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

**\*\*Include completed form with submitted proposal\*\***

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

\*\*\*\*\*

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

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_ City of \_\_\_\_\_

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

Day of \_\_\_\_\_, 20\_\_.

My Commission Expires:  
\_\_\_\_\_

Notary Public

(Affix Official/Notarial Seal)

**\*\*Include completed form with submitted proposal\*\***

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

**City of Greenville  
MWBE Guidelines for Professional Service Contracts**

**These instructions shall be included with each solicitation.**

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

### MWBE Guidelines for Professional Service Contracts

**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
<b>Professional Services</b>	4%	4%

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

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

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

## Instructions

The submitter shall provide the following forms:

**FORM 1—Sub-Service Provider Utilization Plan**

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

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

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

**Sub-Service Provider Utilization Commitment**

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

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

**Proof of Payment Certification**

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

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

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

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

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

**\*\*Include completed form with submitted proposal\*\***

# 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 \_\_\_\_\_

**\*\*Include either completed "Form 1" OR "Form 2" in submitted proposal\*\***

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

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

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

**In making this certification, the Proposer states the following:**

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

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

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

Name & Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

**\*\*Include either completed "Form 1" OR "Form 2" in submitted proposal\***



# Sub-Service Provider Utilization Commitment

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

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

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

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

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

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

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

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

Name & Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

# REQUEST TO CHANGE MWBE PARTICIPATION

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

Project: \_\_\_\_\_

Bidder or Prime Consultant: \_\_\_\_\_

Name & Title of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

\_\_\_\_\_ Email Address: \_\_\_\_\_

Original Total Contract Amount: \$ \_\_\_\_\_

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

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

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

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

Increase  Decrease  No Change

Name of subconsultant: \_\_\_\_\_

Service provided: \_\_\_\_\_

**Proposed Action:**

- Replace subconsultant
- Perform work in-house

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

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

The listed MBE/WBE is bankrupt or insolvent.

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

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

*If replacing subconsultant:*

Name of replacement subconsultant: \_\_\_\_\_

Is the subconsultant a certified MWBE? \_\_\_Yes \_\_\_No

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

Dollar amount of original consultant contract \$ \_\_\_\_\_

Dollar amount of amended consultant contract \$ \_\_\_\_\_

**Other Proposed Action:**

\_\_\_ Increase total dollar amount of work

\_\_\_ Add as an additional subconsultant\*

\_\_\_ Decrease total dollar amount of work

\_\_\_ Other

Please describe reason for requested action: \_\_\_\_\_

\_\_\_\_\_

*\*If adding additional subconsultant:*

Is the subconsultant a certified MWBE? \_\_\_Yes \_\_\_No

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

Dollar amount of original consultant contract \$ \_\_\_\_\_

Dollar amount of amended consultant contract \$ \_\_\_\_\_

**Interoffice Use Only:**

Approval   Y   N

Date \_\_\_\_\_

Signature \_\_\_\_\_

### 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

Pay Application No. _____
Purchase Order No. _____

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

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

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

Certified By: \_\_\_\_\_

\_\_\_\_\_  
Signature

**GREENVILLE GATEWAY SIGN  
3550 I-587 W  
GREENVILLE NC 27834**





**GREENVILLE GATEWAY SIGN  
3550 I-587 W  
GREENVILLE NC 27834**



**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:

- 12.0 withholding payments to the contractor under the contract until the contractor complies; and/or
- 13.0 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.

- (1) 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

- 17.2 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.
- 17.3 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);
- 17.4 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 17.5 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;
- 17.6 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 17.7 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);
- 17.8 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);
- 17.9 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;
- 17.10 The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 17.11 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;
- 17.12 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);
- 17.13 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);
- 17.14 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).