

**REQUEST FOR PROPOSALS
RFP #24-25-43**

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
CEMETERY SOFTWARE AND MAPPING PROJECT
City of Greenville, North Carolina**



Find yourself in good company

Proposal Due Date: **Tuesday, May 13, 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

Questions regarding the specifications:

Devin Thompson
Buildings and Grounds Superintendent
Telephone: 252-329-4931
Fax: 252-329-4844
Email: dthompson@greenvillenc.gov

**CITY OF GREENVILLE
REQUEST FOR PROPOSALS
CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
CEMETERY SOFTWARE AND MAPPING PROJECT**

The City of Greenville, NC is requesting proposals for “Public Works Department Cemetery Software and Mapping Project” as listed below. The scope of work will include, but not limited to data migration, mapping, pdf overlays, software set up and configuration, training and project management fees, subscription fees, service support, hosting and data storage of four (4) City of Greenville cemeteries of totaling approximately 63 acres.

City-owned Cemeteries and addresses

- Brown Hill and Cooper Field (810 Howell Street)
- Cherry Hill Cemetery (401 West Second Street)
- Greenwood Cemetery (2801 East Fifth Street)
- Homestead Memorial Gardens (4251 East Tenth Street)

Sealed proposals will be received by the City of Greenville via the DropBox link: <https://www.dropbox.com/request/03ZAIBsLr7UGRxx5edeU> until Tuesday, May 13, 2025, at 2:00 pm with Company Name, Attention: Devin Thompson, and the words City of Greenville Public Works Department Cemetery Software and Mapping Project Proposal written in the file field for submission.

All proposals will be marked with the date and time they are received by reception staff. Proposals will be opened and read aloud at this time; however, all proposals will be reviewed, scored, and contracts will be awarded at a later date.

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 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
Cemetery Software and Mapping Project
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, shall be directed by email to Devin Thompson, Buildings and Grounds Superintendent, at dthompson@greenvillenc.gov.
6. By submitting a proposal, 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 approximately July 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 Devin Thompson, Buildings and Grounds Superintendent, at dthompson@greenvillenc.gov
10. 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.
11. 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. Contractor shall submit one (1) original electronic copy response to this RFP via the DropBox link: <https://www.dropbox.com/request/03ZAIbSLr7UGRxx5edeU> and clearly marked "City of Greenville-Cemetery Software and Mapping Project RFP" with the firm name.
16. Text font size shall be no less than twelve (12) points with a total length of the proposal, including exhibits, of no more than 40 pages.
17. A copy of the warranty must be furnished with the proposal.
18. Proposals that are submitted on unauthorized forms or with different terms or provisions may not be considered a responsive proposal.

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PROPOSAL CONTENTS AND FORMAT

Note: The proposal shall be concise, straightforward and no more than forty (40) pages, including all pertinent attachments, exhibits, appendices and product brochures.

Firms which have relevant experience and positive references with cemetery software and mapping projects 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. Experience of the Firm**
- 2. System Functionality and Proposed solutions**
- 3. Qualifications of Staff**
- 4. Price Schedule**
- 5. Certification Forms**

All proposals must be submitted and received on or before 2:00 PM on Tuesday, May 13, 2025.

EVALUATION CRITERIA

- 1. Experience of the Firm (30 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 cemetery mapping and data storage 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 10 years.**
- 2. System Functionality and Proposed solutions (30 Points)**
 - **Proposals shall include a detailed outline of how the firm will execute a proposed solution to a requirement identified by the City. Refer to table on pages 8, 9, and 10 for scenarios and proposed solutions.**
 - **Describe your firm’s specifications that meet the cemetery software and mapping specifications outlined in this RFP.**
- 3. 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.**

4. Price (10 Points)

- Fill out request for proposals form, page 20, to include all costs to be incurred and billed.

5. Schedule (10 Points)

- Provide a schedule for implementation.

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

<u>Section:</u>	<u>Weight in Evaluation</u>
Experience of the Firm:	30%
System Functionality and Proposed solutions:	30%
Qualifications of the staff:	20%
Price:	10%
Schedule:	10%

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

Note 2: 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 CEMETERY SOFTWARE AND MAPPING PROJECT**

1.0 SCOPE:

- 1.1** The scope of work will include, but not limited to, providing onboarding data migration, mapping, overlays and connectivity, and overall software setup and configuration, subscription software setup for four (4) primary users and five (5) secondary users along with price schedule for project implementation and annual costs. Both “On Premise” and “Cloud Based” solutions will be considered with preference given to a “Cloud Based” solution.
- 1.2** 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.

2.0 GENERAL SPECIFICATIONS

- 2.1** The Contractor will provide all labor, equipment and materials to commence a project management plan and schedule to transfer current cemetery software data to a high security, cloud-based system with the goal of increasing operational efficiency internally and provide public access to better serve families and their loved ones.
- 2.2** The Contractor will provide the specific needs of the Public Works Department:
- 1.** Records, Deeds, and Cemetery Plot Management
 - 2.** Cemetery Operations Scheduling to include interment services and marker installations
 - 3.** Contract Reporting
 - 4.** Enhanced Data Reporting
 - 5.** Work Orders/Permits
 - 6.** Memorials Documentation
 - 7.** Public Access by Technology Portal
- 2.3** System Functionality Required – Respond with a description of how your product will meet each requirement in the column title “Proposed Solution”. Responses will be scored by the evaluation team. A copy of this table, available for editing, follows below. If additional space is needed, please continue on a separate sheet of paper.

REQUIRED FUNCTIONALITY	
Requirement	Proposed Solution
1. <u>Financial/Business</u>	
a. Track and report on plot sales by date of sale, cost, section/lot/space/, name, address and telephone number, partial payment plan.	
b. Generate sales contracts and deeds, with date of sale, cost, section/lot/space/, name, address, and telephone number.	
c. Track customer information, including Name, address, telephone number, next of kin/family contact information.	
d. Provide canned out of the box reports as well as ad-hoc/custom reporting functionality.	
e. Generate printable and PDF copies of legal documents such as invoices, contracts, deeds, and receipts.	
f. Ability to generate billing statements, including Name, address, telephone number, cost, plot info.	
g. Ability to accept partial payments.	
h. Ability to produce tax reports.	
i. Financial reporting ability including total sales, sales by plot type, and available inventory.	
j. Generate reports listing vacant and for sale graves.	
k. Ability to produce receipts.	
l. Generate reports on transactions by date of sale, cost, section/lot/space/, name, address and telephone number, partial payment plan.	
2. <u>Record Management</u>	
a. Advanced search capability for all cemetery records by owner last name, owner first name, deceased last name, deceased first name, date of death (selection range), date of birth, section number, lot number, purchase date (selection range), cemetery, plot status, reservation type, selling status, open/close (workorder) number.	
b. Ability to record notes on all cemetery records.	
c. Ability to attach digital documents and photos to all cemetery records.	
d. Track changes in plot ownership.	
e. Allow searching of records by partial match or wildcard.	
f. Internment report by name, year, and location.	

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

REQUIRED FUNCTIONALITY	
Requirement	Proposed Solution
g. Owner report including current and historical.	
h. Ability to manage service information ranging from associated costs to service information.	
i. Management of markers, monuments, and memorials with relation to plots / lots	
j. Funeral home and Contractor Management: - ability to add, edit, remove funeral home and contractor information - ability to attach funeral / contractor information to a service	
k. Ability to manage add, edit, and remove plots, lots, sections, and cemeteries.	
3. <u>Operational</u>	
a. Scheduling and tracking of activities through internal and external calendars.	
b. Track maintenance activities and work orders.	
c. System must have a mobile web interface or app that allows for staff access via a smartphone.	
d. Lot card showing layout, burial information, and ownership information on a single page.	
e. Reservation report including map showing location and forms needing signatures from customer.	
f. Burial calendar with ability to display burial schedule by day, week, and month.	
4. <u>GIS</u>	
a. ESRI-compatible GIS mapping functionality.	
b. System will support integration of City’s ESRI- based GIS system for display of cemetery maps if not similar functionality is provided out of the box.	
5. <u>Customer Service</u>	
a. Public facing mobile-friendly web-based tools for searching gravesite records and locations, by date of birth, date of death, deceased/owner first name, deceased/owner last name, cemetery, section number, lot number.	
Include completed form with submitted proposal	

REQUIRED FUNCTIONALITY	
Requirement	Proposed Solution
6. <u>Technical</u>	
a. Ability for multiple users to simultaneously access and modify records system.	
b. Active Directory User Integration/Single Sign on or Creation of multiple users with discrete logins.	
c. If not AD integrated, periodic passwords changes must be required and the password change interval must be configurable.	
d. Ability to adjust user level of access through read/write style permissions.	
e. Track activity and changes through audit trail logging.	

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

3.0 Information Technology Requirements

3.1 City On Premise IT Standards. The City of Greenville has Information Technology Standards for governance and regulatory compliance for applications within its portfolio.

<u>Category</u>	<u>Standard</u>
Endpoint Standards	
Desktop / laptop / workstation	HP
Toughbook	Panasonic
Tablets	iPad, and Android
Phones/VoIP	Cisco
Smartphone/Broadband (miFi) Device and service	Verizon Wireless
Software Standards	
ERP system	Tyler Technologies Munis
GreenvilleNC.Gov City website	Granicus (current) CivicPlus (future, 2025)
Productivity Tools	Office 365
Operating Systems	Windows 10 / Windows 11
Reporting	SQL report
Web Browsers	IE, Chrome, Firefox, Safari
Development Standards	HTML,.net, java, ColdFusion
Network/Data Center Standards	
Email	Microsoft Exchange / Office 365
Connectivity (Internet/ MAN)	TCP/IP
Data Center O/S	Microsoft Server

Note: Vendor solution must be compatible with above standards for Endpoint, Software and Network/Data Center standards. Please indicate in your proposal where the solution is not compatible with the City of Greenville standards.

3.2 City Cloud Computing Security Requirements. The City of Greenville has Cloud Computing Security Requirements for governance and regulatory compliance for applications with its portfolio.

a. **Identity management**

Provider must have its own identity management system to control access to information and computing resources. Please provide details of these controls.

b. **Physical and personnel security**

Provider must ensure that physical machines are adequately secure and that access to these machines as well as all relevant customer data is not only restricted, but that access is documented. Please provide details of these controls.

c. **Application security**

Provider must ensure that applications available as a service via the cloud are secure by implementing testing and acceptance procedures for outsourced or packaged application code. It also requires application security measures be in place in the production environment. Please provide details of these controls.

d. **Security Certifications**

Provide list of security certifications you hold along with a copy of each. Providers should hold **ISO 27001** for security controls or **SAS 70 Type II** audits for physical security (or current equivalent).

e. **Architecture and Software Isolation**

The cloud provides services via an abstraction layer – a web portal. Behind this abstraction layer is a hidden world of complexity that includes firmware, hypervisors, operating systems, virtual machines, user portals, charge back and metering systems, provisioning, orchestration and other essential functions. Much of this functionality and its supporting software don’t typically exist within IT infrastructures.

1. By adding new functionality and software to the architecture, what is known as an attack surface emerges. From a security and privacy perspective, it is important for the provider to detail how it will protect the City’s data from attack. Please provide details of these controls.
2. Another area for concern is how the provider handles software isolation. This is how data is set-up and shared across databases and common application platforms, particularly in multi-tenant applications. All public sector cloud data must be isolated from shared systems, databases and applications. Please provide details of these controls.

f. **Data Storage & Protection**

1. All public sector cloud data must reside in the continental U.S.
2. Provide all locations where the City’s data will be stored (geographical locations) to include hot sites in case of system failure.
3. List the type of encryption used to secure the data
4. Detail how the data is protected against leaks
5. Provide a list of vendor employees and third parties that can access the City’s data
6. Provide a copy of the procedure for regulating access to the data
7. Provide a list of formats that the data can be stored and converted
8. Provide data backup schedules
9. Provide the method by which the City’s data will be sanitized from your storage when the contract is terminated, to include backup copies
10. Provide a copy of the vendor’s disaster recovery plan
11. Provide the process used to vet technicians

g. **Data Availability**

Provider must assure that the City will have regular, uninterrupted and predictable access to its data and applications. Detail the method the vendor will provide continued operations for the City if the vendor’s operations are suddenly shut down. Additionally, vendor must have a method to return all data to the City if the provider goes out of business or is shut down. Please provide details of these controls.

h. **Business continuity and data recovery**

Provider must have business continuity and data recovery plans in place to ensure that service can be maintained in case of a disaster or an emergency, and that any data loss will be recovered. These plans must be provided to the City.

i. **Incident Response**

1. Provide a copy of your incident response plan.
2. Provider must detail any circumstance that might cause our data to be inaccessible such as a subpoena, litigation, or e-discovery for another customer’s data or services.

j. **Compliance & Privacy**

1. All public sector cloud data must reside in the continental U.S.
2. Numerous regulations pertain to the storage and use of data, including federal laws and regulations such as FISMA, the National Archives and Records Management Act (NARMA), North Carolina Records Retention and Disposition Schedule, Payment Card Industry Data Security Standard (PCI DSS), the Health Insurance Portability and Accountability Act (HIPAA), and the Sarbanes-Oxley Act, among others. Many of these regulations require regular reporting and audit trails. Cloud providers must enable their customers to comply appropriately with these regulations. Please provide details of these controls.
3. Provider must ensure that all critical data (credit card numbers, for example) are masked and that only authorized users have access to data in its entirety. Moreover, digital identities and credentials must be protected, as should any data that the provider collects or produces about customer activity in the cloud. Please provide details of these controls.
4. City data will not be used for vendor advertising or other promotional purposes. City data will not be sold to third parties. Please provide details of these controls.
5. Candidate has the ability to preserve, identify, collect, process, analyze and produce all forms of electronic files. All public sector cloud data must be able to be parsed and compiled in order to efficiently respond to legal and other discovery and public records requests in accordance with state and federal laws. Please provide details of these controls.
6. Provider must comply with North Carolina statutes when dealing with legal issues, such as Contracts and E-Discovery, which may vary by state. Providers must also comply with the North Carolina Municipal Records Retention and Disposition Schedule.
7. In addition to producing logs and audit trails, provider must work with the City to ensure that these logs and audit trails are properly secured, maintained for as long as the City requires, and are accessible for the purposes of forensic investigation (e.g., e-Discovery). Please provide details of these controls.
8. Because so much of what’s behind the cloud is hidden, the City may need to conduct an audit or review past performance and certifications to gain a degree of trust as to what is going on within the infrastructure where our data will reside. It is critical that the provider allow for external audits. Many cloud providers do not allow customers to enter their data centers. In that case, it is important that they have provisions to allow external auditors to access the facilities. Please provide details of these controls.

4.0 PAYMENT AND PROPOSAL:

- 4.1** The contract period will be from approximately July 1, 2025, to June 30, 2026.
- 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 10th 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.

- 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:

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

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:

Devin Thompson
Buildings and Grounds Superintendent
City of Greenville
Public Works Department
1500 Beatty Street
Greenville, N.C. 27834
Email: dthompson@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 dthompson@greenvillenc.gov
- 7.4 Schedule for questions and addenda:
Last date to submit a question: Thursday, May 1, 2025, by 5:00 p.m. Questions will be answered via addendum posted on the City's website by: Thursday, May 8, 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 cemetery software 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.

The remainder of this page intentionally left blank



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 ****

Company Name: _____

Address: _____

Phone Number: _____ **Mobile Phone Number:** _____

Company Owner: _____ **Company Owner Phone Number:** _____

Authorized Company Representative submitting proposal: _____

Title: _____

Phone Number of Authorized Representative: _____

Email: _____

**Description of equipment and personnel you plan to utilize to perform this contract:
Attach an additional sheet or continue on back if needed.**

[illegible]

COG DOC #1202172 V2



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.

No.	Project Categories	Qty	Price	Subtotal
1	Migration of Data	1	\$	\$
2	Mapping with Drone Technology	1	\$	\$
3	PDF Overlays and Interactivity	1	\$	\$
4	Crypt and Columbarium Mapping	384	\$	\$
5	20 Hrs. of System Set Up, Configuration, Training and Project Management	2	\$	\$
6	Initial Annual Subscription Fee for Four (4) Primary Users	1	\$	\$
7	Initial Annual Subscription Fee for Five (5) Secondary, lower tier users	1	\$	\$
8	Advanced Contract Reporting Access	2	\$	\$
9	Annual Subscriptions (includes years 2-4 for items 6, 7, and 8)	1	\$	\$
10	Total			\$

Note: When applicable, it is mutually accepted that the quantities defined in this RFP reflect approximate/estimated quantities that may be adjusted. The City of Greenville may require and order, or reorder, more or less than the quantity listed here by mutual agreement with the prevailing vendor.

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
Professional Services	4%	4%

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

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

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

Instructions

The submitter shall provide the following forms:

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

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

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

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

☐ **Sub-Service Provider Utilization Commitment**

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

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

☐ **Proof of Payment Certification**

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

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

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

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

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

****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

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:

5a. withholding payments to the contractor under the contract until the contractor complies; and/or

5b. 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).