



## **House Relocation Services**

## **Request for Proposal**

## **Request For Proposal**

**RFP#25-26-26B**

### **Due Date:**

**Wednesday, March 4, 2026**

**9:00 AM (Eastern Standard Time)**

**Contact Person: Virgil Smith**

**Title: Construction Coordinator**

**Phone Number: 252-329-4503**

**Email Address:**

**[vsmith@greenvillenc.gov](mailto:vsmith@greenvillenc.gov)**

Date: 2/18/2026

Subject: House Relocation Services  
Contact: Virgil Smith, Construction  
Coordinator

The City of Greenville, Pitt Community College, along with local and private partners are working together to create the 50-in-10 Affordable Housing Initiative. The goal is to build 50 affordable homes in and around the West Greenville area, within the next 10 years. Beginning in August 2025, the City of Greenville & Pitt Community College began constructing three affordable homes that will be located on Davis, Imperial and Cherry Street. The homes will consist of 3 bedrooms and 2 bathrooms at approximately 1300-1500 sq. ft. We are seeking proposals from licensed house relocation contractors. It is the intent of this RFP to have the successful contractor enter into a Professional Services Contract with the City, for a period of one year. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP").

Proposals endorsed House Relocation Services to be furnished to the City of Greenville (the "City") will be received by the Virgil Smith, Construction Coordinator, Community & Development Services Department, Community Development Division at 201 W. 5<sup>th</sup> Street, Greenville, North Carolina.

This RFP outlines a description of the services sought and the documents interested firms should be emailed to Virgil Smith via email [vsmith@greenvillenc.gov](mailto:vsmith@greenvillenc.gov). The City reserves the right to reject any or all proposals.

Proposals submitted after this deadline or to any location other than that listed above will not be considered. Firms submitting fewer copies than required will not be considered. Written questions regarding this RFP must be submitted by 5:00 p.m. on Wednesday, February 25, 2026, via email only to Virgil Smith at [vsmith@greenvillenc.gov](mailto:vsmith@greenvillenc.gov). Responses to all questions will be posted on the City's website as an addendum. Please include "RFP #25-26-26B" in the subject line.

## SECTION ONE

### GENERAL INSTRUCTIONS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether it appears in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **WITHDRAWAL OF PROPOSAL:** No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such a request is made in writing to the Financial Services Manager.
5. **CONFLICT OF INTEREST:** Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.
6. **LOCAL PREFERENCE:** The City of Greenville has adopted a Local Preference Policy, Resolution No. 031-15, and a Professional and other Services Policy, Resolution No. 057-13, that may pertain to this project. For more information, please see the City of Greenville's Purchasing webpage at [Local-Preference-Policy](#).
7. **TAXES:** Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the city is exempt.
8. **CITY RIGHTS AND OPTIONS:** The City, at its sole discretion, reserves the following rights:
  - To supplement, amend, substitute or otherwise modify this RFP at any time.
  - To cancel this RFP with or without the substitution of another RFP.
  - To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the city.
  - To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions.
  - To require one or more Service Providers to supplement, clarify or provide additional information for the city to evaluate the Responses submitted.
  - To negotiate a contract with a Service Provider based on the information provided in response to this RFP.

9. PUBLIC RECORDS: Any material submitted in response to this solicitation will become a “public record.” Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.
10. ACCURACY OF SOLICITATION AND RELATED DOCUMENTS: Each Company must independently evaluate all information provided by the city. The city makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the city or its agents, advisors, or consultants. If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the city of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section Three.
11. EXPENSE OF SUBMITTAL PREPARATION: The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.
12. PROPOSAL BINDING: This proposal is binding for a period of ninety (90) days, and by submitting a proposal, you represent that you have: (1) thoroughly examined and became familiar with the scope of services outlined in this RFP; and (2) are capable of performing high quality work to achieve the City’s 50-in-10 Affordable Housing Initiative.

## SECTION TWO PROCEDURES

To support this effort, the city is soliciting proposals from qualified house movers to provide professional services for the relocation of up to (5) residential structures on designated City owned lots in West Greenville. The awarding contractor shall relocate (2) homes to 703 West Fifth Street, parcel #11383 and 705 West Fifth Street, parcel #1710 by Spring 2026. The remaining shall be relocated in the Fall of 2026. The intent is to enter into a Professional Services Contract with the selected firm(s) for a period of one year to provide house moving services as outlined in this Request for Proposal (RFP).

## 1. Background

The 50-in-10 Affordable Housing Initiative reflects the City's commitment to increasing access to safe, decent, and affordable housing while fostering neighborhood revitalization in West Greenville. This initiative represents a collaborative effort between the City of Greenville, Pitt Community College, and local partners to create long-term housing opportunities for low-to-moderate income households.

The success of the initiative depends on the construction of quality homes and guidance from professional house movers with professional knowledge of house relocation. It is essential homes reach their intended location and that transactions are completed efficiently and in adherence to program goals. The contractor selected through this RFP will play an integral role in advancing the City's housing strategy.

## 2. Description of Services (Scope of Work)

To achieve the City's goals and utilize the consultants' experience to the best degree possible, the City of Greenville will require the following:

### A. Scope of Services

The successful contractor shall agree to a contract with the City to provide the following including but not limited to:

#### 1. Pre-Move Preparation

- Conduct site visits of origin and destination locations.
- Obtain all required permits (moving, utility, traffic, and building permits).
- Prepare houses for relocation (structural bracing, lifting, etc.).

#### 2. Transportation & Relocation

- Transport the house from its current site to the designated City lot.
- Coordinate with utility companies, law enforcement, and traffic control for safe movement.
- Ensure the structure is protected from damage during transport.

#### 3. Foundation & Placement

- Place the house onto the new foundation, ensuring alignment and stability.
- Provide a project completion report to the City.

### B. INSURANCE REQUIREMENTS – For proposal purposes, proposers must submit copies of certificates of insurance for professional liability. The successful contractor must provide original certificates prior to commencing services.

The contractor shall carry or, require that there be carried, Workmen's Compensation Insurance for all his or her employees and any employees of subcontractors in accordance with the State's Workmen's Compensation Law and shall carry liability insurance under a contractor's public liability insurance policy to protect against claims arising out of performance of the contract. The Contractor will furnish, to the City, evidence of comprehensive public liability insurance protecting the City for not less than \$300,000 in the

event of bodily injury including death and \$100,000 in the event of property damage arising out of the work performed by the Contractor's employees or the employees of any subcontractor in accordance with the State or local laws governing Workmen's Compensation. Awarded contractor shall provide insurance and except full responsibility for any and all claims, liabilities and injuries to their person and/ or others as the result of the execution of the signed contract.

**C. TERM OF CONTRACT** – The contract period for the successful contractor will be from date of award through (12) months, as determined by the City. The City of Greenville Community Development Division is to be billed based on the contractual agreement unless noted otherwise.

**D. EVALUATION AND AWARD PROCESS** – Issuance of this Request for Proposal (RFP) and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this Request for Proposal (RFP), or to negotiate with the company submitting an RFP or cancelling all or part of this Request for Proposal (RFP).

**E. CONTRACTOR ELIGIBILITY REQUIREMENTS**

All licenses to do business in the State of North Carolina must be proper and valid. A copy of all insurance information and licenses shall be included with the bid package.

All new vendors, including subcontractors/consultants, must register with the City of Greenville's online portal prior to the rendering goods and 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://cityofgreenvillenc.munisselfservice.com/vss>.

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.

Proposers must demonstrate:

- A valid North Carolina contractor's license.
- At least three (3) years of experience in tree removal, land clearing, and grading.
- Access to necessary equipment and trained personnel.
- Adequate insurance coverage (general liability, workers' compensation, auto liability).

**F. Proposal Requirements**

Proposals must include:

1. **Cover Letter** with company information and contact details.
2. **Project Approach** including methods, equipment, and safety protocols.
3. **Timeline** for completing work after notice to proceed.
4. **Cost Proposal** with itemized pricing

- 5. **References** from at least three clients for similar projects.
- 6. **Proof of Insurance** meeting City requirements.

**F. Evaluation Criteria**

<b>Activity</b>	<b>Eligible Points</b>
<b>Relevant experience and qualifications</b>	30 points
<b>Project approach, equipment, and safety plan</b>	30 points
<b>Cost Competitiveness</b>	25 points
<b>Local vendor</b>	5 points
<b>References and past performance</b>	10 points
<b>Total</b>	100 points

**G. Submission Deadline**

- (A) Instructions and complete specifications for submitting bids will be available on 2/18/2026
- (B) All bids are due by **9:00 a.m. Wednesday, March 4, 2026**. to Virgil Smith, Construction Coordinator via email: [vsmith@greenvillenc.gov](mailto:vsmith@greenvillenc.gov).

**H. Submission Instructions**

Proposals must be submitted electronically in PDF format to:

**Virgil Smith, Construction Coordinator**  
City of Greenville  
Community and Development Services Community Development  
Division 201 West Fifth Street  
Email: [vsmith@greenvillenc.gov](mailto:vsmith@greenvillenc.gov)  
Phone: 252-329-4503  
**Late proposals will not be considered.**

**I. Additional Information**

The City reserves the right to reject any or all proposals, waive informalities, and negotiate with the most qualified proposer. Contractors are responsible for visiting sites before submitting proposals. All work must comply with applicable City codes, state regulations, and OSHA safety requirements.

Attachment I  
City of Greenville Community Development Division  
House Relocation Services  
Bid Submittal Sheet  
City of Greenville, North Carolina

The following cost will reflect your bid for the relocation of (5) houses below:

907 Cherry Street- (Current) Parcel #14451	_____
702 Imperial Street-Parcel #85235	_____
609 West 5 <sup>th</sup> Street-Parcel #8019	_____
703 West Fifth Street-Parcel #1710	_____
705 West Fifth Street-Parcel #11383	_____
Total Cost	_____

City of Greenville Community Development Division  
House Relocation Services

- Letter of Interest. Provide a letter from Principal(s) of submitting firm.
- Copy of Licenses. State of North Carolina.
- General Qualifications Statement. Provide a summary of firm’s ability to perform “Scope of Services” outlined above.
- Non-Discrimination Certification. Provide a statement attesting to its status as an Equal Opportunity Employer.

\_\_\_\_\_  
Company Name & Representative signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security/EIN

## ATTACHMENT A

### GENERAL TERMS AND CONDITIONS

The contract terms provided herein are not exhaustive but shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

1. **NONDISCRIMINATION:** The contractor, regarding the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21. Title VI Assurances are attached as Attachment C.
2. **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
3. **NON-COLLUSION:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.
4. **PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds. However, the City shall not be obligated to make payment to the Contractor for any services not performed under this contract.

5. **GOVERNING LAW:** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.
7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed that the Seller is an independent contractor and not an agent of the City, and as such, Contractor, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
8. **\*NEW UPDATE:** General Contractor(s) are responsible for ensuring all subcontractors working on the project are registered as vendors with the City of Greenville and have active registration prior to contract award. **All new vendors, including subcontractors/consultants, must register with the City of Greenville's online portal *prior* to the rendering of goods or services.**  
Registration as a vendor with the City of Greenville is the responsibility of prime or subcontractor/consultant, and requires the prospective new vendor to submit a W-9, and complete the registration through the City's vendor portal at the following web address: <https://cityofgreenvillenc.munisservice.com/vss>.  
**If the prospective new vendor is *only* providing service(s) as a subcontractor/consultant, submission of payment information is not necessary at the time of registration. General Contractors must provide total amounts paid to MWBE subcontractors with each payment application/invoices.**
9. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
10. **INSURANCE REQUIREMENTS:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, North Carolina, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and

\$1,000,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services

11. **INDEMINIFICATION AND HOLD HARMLESS:** All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the CONTRACTOR and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the CONTRACTOR in fulfilling its obligation under this contract. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other people or property located on City facilities resulting from the CONTRACTOR'S activities and operations while performing services under this contract.
12. **E-VERIFY COMPLIANCE:** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are following the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
13. **IRAN DIVESTMENT ACT:** By submitting a proposal, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.
14. **ADVERTISING:** The Contractor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.
15. **FORCE MAJEURE:** Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. A reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved or the contract may terminate.

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

17. **CONFLICT OF INTERESTS:**

- a. Contractor is aware of the conflict-of-interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes) and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest on the part of Contractor, its employees or associated people or entities shall be disclosed to the City.
- c. Contractor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. The contractor shall make such a disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

18. **TERMINATION:** The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. The contractor shall cease performance immediately upon receipt of such notice. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damage due to the City because of the breach.

## **ATTACHMENT B**

### **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 bid 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 the 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 the 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. Submitters 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 participating in 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.

# Sub-Service Provider Utilization Plan FORM 1

(Must be included with submission if subcontracting any portion of work)

We \_\_\_\_\_, do certify that on the \_\_\_\_\_  
(Company Name)

\_\_\_\_\_ we propose to expend a minimum of \_\_\_\_\_ %  
(Project Name)

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

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

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

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

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

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

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

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

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

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

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

In making this certification, the Proposer states the following:

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

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

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

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

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

## Sub-Service Provider Utilization Commitment

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

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

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

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

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

The undersigned will enter into a formal agreement with MWBE firms for the 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 amount of the contract?      Yes     No

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

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

Increase     Decrease     No Change

Name of sub-consultant: \_\_\_\_\_

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

**Proposed Action:**

\_\_\_ Replace sub-consultant

\_\_\_ Perform work in-house

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

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

\_\_\_ The listed MBE/WBE is bankrupt or insolvent.

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

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

*If replacing sub-consultant:*

Name of replacement sub-consultant: \_\_\_\_\_

Is the sub-consultant a certified MWBE?  Yes  No

***If no, please attach documentation of outreach efforts employed by the firm to utilize an 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 sub-consultant\*

Decrease total dollar amount of work

Other

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

\_\_\_\_\_

*\*If adding additional sub-consultant:*

Is the sub-consultant a certified MWBE?  Yes  No

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

<b>Pay Application No.</b> _____
<b>Purchase Order No.</b> _____

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

Prime Service Provider: \_\_\_\_\_

Current Contract Amount (including change orders): \$\_\_\_\_\_

Requested Payment Amount for this Period: \$\_\_\_\_\_

Is this the final payment? \_\_\_Yes \_\_\_No

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

## **ATTACHMENT C**

### **Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions.**

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, regarding 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 from a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or

(b) cancelling, terminating, or suspending a contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will act with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

**Pertinent Nondiscrimination Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP people have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, employment, or business opportunity).