

City of Greenville



Greenville Utilities Commission



Auditing Services

Joint Request for Proposal

ISSUE DATE: JANUARY 23, 2024

DUE DATE: 3:00 PM (EST) ON FEBRUARY 9, 2024

FY 2024

CITY OF GREENVILLE and GREENVILLE UTILITIES COMMISSION REQUEST FOR PROPOSALS ON AUDITING SERVICES

INTRODUCTION

The City Council of the City of Greenville, NC (hereinafter called the City) and Greenville Utilities Commission (hereinafter called GUC) issue this Request for Proposals (RFP) from qualified independent auditors having sufficient governmental accounting and auditing experience in performing an audit for fiscal years 2024 through 2028 (5 years).

This RFP does not constitute a bid and is intended solely to conduct a competitive, qualification-based selection process to identify the best-qualified firm with which to negotiate a contract for the desired services.

There is no expressed or implied obligation for the City or GUC to reimburse firms for any expenses incurred in preparing proposals in response to this request.

SCOPE OF SERVICES

For financial purposes, the audit will encompass a financial and compliance examination in accordance with generally accepted auditing standards of the City's Annual Comprehensive Financial Report (ACFR) and the financial statements and supplemental schedules for all funds. The City includes all funds, agencies, boards, commissions, and authorities for which the City is financially accountable. Both GUC, operated as an enterprise fund, and Sheppard Memorial Library (SML), operated as a governmental fund type, fit these provisions. The financial and compliance audit will cover federal, state, and local funding sources in accordance with generally accepted auditing standards; Governmental Auditing Standards; the State Single Audit Implementation Act; and all other applicable guidance. The firm is expected to comply with all applicable North Carolina General Statutes.

Additionally, GUC prepares a separate Annual Comprehensive Financial Report (ACFR) and therefore requires an associated opinion statement to cover GUC. Consequently, a complete audit must be conducted for GUC as a separate unit. Sheppard Memorial Library (SML) and the Convention and Visitors Authority (CVA) are agencies and will require separate cover audit reports with associated opinion statements. Firms who are responding to this solicitation should keep these provisions in mind when estimating hours and extending prices. Firms should supply fee schedules for the City, GUC, SML, and CVA.

PERIOD

The City and GUC intend to continue the relationship with the auditor for five years, on the basis of annual negotiation after the completion of the first-year contract, with an option to extend the agreement for one consecutive three-year term. Each year after negotiation has taken place an annual contract documenting the terms of the audit will be signed. Since one governing board may not obligate future governing boards, the remaining years of the agreement are subject to annual governing board approval. The City and GUC reserve the right to request proposals for auditing services at any time following the first year of this contract. Proposals should be prepared for all five, with year one being the only obligated year:

July 1, 2023 to June 30, 2024

July 1, 2024 to June 30, 2025

July 1, 2025 to June 30, 2026

July 1, 2026 to June 30, 2027

July 1, 2027 to June 30, 2028

CONDITIONS APPLICABLE TO RFP

Upon submission of a proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement.

- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The City and GUC reserve the right in their sole judgment to reject for any reason any and all responses and components thereof and to eliminate any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The City and GUC reserve the right in their sole judgment to reject any Respondent that submits incomplete responses to this RFP or a proposal that is not responsive to this RFP.
- Each firm shall affirm that no official or employee of the City, GUC, SML, or CVA is directly or indirectly interested in this proposal for any reason of personal gain.

REQUIREMENTS

GENERAL

- Interim fieldwork will be completed in mid-March/April. Year-end fieldwork should begin in mid-August and be completed by August month end. Once the selection of the firm has taken place, interim dates for the year one may be determined.
- The ACFR must be completed with reports rendered four months following the fiscal year end (October 31).

- The auditor will be expected to advise appropriate Financial Departments' personnel on the applicability of accounting and reporting standards (i.e., GASB statements, etc.) as such are adopted for use, and day-to-day questions concerning payroll, internal control procedures, IRS issues, and accounting issues. As other needs arise during the year, certain inquiries to and requests for assistance from the auditor may be made. This service should be responded to as part of the cost proposal. In cases, however, where services requested would require a more in-depth scope with greater time dimensions, a separate contract will be entertained for such services. If circumstances arise during the audit that require work to be performed in excess of the original estimates, any additional costs will be negotiated prior to commencement of the work, and an amended contract will be approved by the governing board, and if required, forwarded to the staff of the Local Government Commission (LGC) for approval.
- The working papers shall be retained and made available upon request for no less than three years from the date of the audit report.

CITY OF GREENVILLE

- Greenville will expect a preplanning conference, which should include a listing of requested information needed for the audit; periodic conferences during the conduct of the audit; as well as an exit conference prior to the completion of fieldwork.
- The preparation of Greenville's ACFR, including its drafting, typing, and printing, will be completed by Greenville's Finance Department. Audit reports copied on firm letterhead are desired for inclusion in the published financial reports. An electronic copy of the ACFR will be furnished to the auditor and the auditor will be responsible for submitting the required two copies to the staff of the LGC. the auditor is responsible for submitting the required two copies to the staff of the LGC.
- The financial audit opinion will cover the financial statements for the governmental activities, the business-type activities, each major fund, and the remaining fund information, which collectively constitutes the basic financial statements. The combined and individual financial statements, schedules, and related information are not necessary for fair presentation, but will be presented as additional analytical data. This supplemental information, as required by GASB, will be subjected to tests and other auditing procedures applied in the audit of the basic financial statements, and an opinion will be given as to whether the supplemental information is fairly stated in all material respects in relation to the basic financial statements as a whole. The auditor shall also express an opinion on the budgetary comparison information for the general fund, the major funds, and any annually budgeted special revenue funds. An opinion will not be given on the MD&A.
- The City of Greenville has established an Audit and Investment Committee. This Committee meets a minimum of three times per year preferably in May (close to audit interim procedures), in November (to review the audited financial report) and in February (a preplanning conference before the commencement of audit fieldwork). The City will expect the auditors to have a representative at each of the Committee meetings. A conference call

will be acceptable in the event that a representative is unable to physically attend the meeting.

- An audit partner will be available to present the basic financial statements and auditor opinion to the City Council at the scheduled December City Council meeting, for the first year of the contract and at each December City Council meeting thereafter. These meetings are normally the second Monday of the month and begin at 6 p.m.
- The Auditor will have the ability to assist and advise our personnel in continuing to receive the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting.
- The Auditor will be responsible for the completion of the Data Collection Form to be completed for the Single Audit.
- A copy of the City's most recent ACFR can be found at this link [City of Greenville FY 2023 ACFR](#)

GREENVILLE UTILITIES COMMISSION

- GUC will expect a preplanning conference, which should include a listing of requested information needed for the audit; periodic conferences during the conduct of the audit; as well as an exit conference prior to the completion of fieldwork.
- The financial audit opinion will cover the financial statements for the business-type activities and each major fund, which collectively constitutes the basic financial statements. The individual fund financial statements, schedules, and related information are not necessary for fair presentation, but will be presented as additional analytical data. This supplemental information, as required by GASB, will be subjected to tests and other auditing procedures applied in the audit of the basic financial statements, and an opinion will be given as to whether the supplemental information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.
- The preparation of GUC's ACFR, including its drafting, typing, and printing, will be completed by GUC's Finance Department. Audit reports copied on firm letterhead are desired for inclusion in the published financial reports. An electronic copy of the ACFR will be furnished to the auditor and the auditor will be responsible for submitting the required two copies to the staff of the LGC.
- GUC participates in the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting program. The auditor will be expected to review the ACFR for submission for this program and offer assistance as needed in this process.

- An audit partner will need to be available to present the audit results to the GUC Board of Commissioners at a regularly scheduled Board meeting.
- A copy of GUC's most recent ACFR can be found at this [link](#)

AUDIT CONTRACT & PAYMENT OF AUDIT FEES

In addition to the contracts for the City (which includes SML, as a special revenue fund which can be billed separately for audit); separate audit contracts will be required for GUC and CVA.

The audit contracts must be approved by the staff of the LGC. Invoices are subject to approval by the LGC staff prior to processing by the City, GUC, SML, or CVA.

Interim or progress billings will be accepted up to 75% of the total fee prior to submission of the audited financial statements to the LGC staff and their approval of the audited financial statements.

DESCRIPTION OF THE GOVERNMENTAL ENTITY AND ITS ACCOUNTING SYSTEM ENTITY:

- I. **Description of Consolidated Unit-** \$531.4 million annual budget and 1,166 full-time employees.

The City of Greenville maintains the following funds:

Governmental Funds

General Fund& Debt Service Fund

Special Revenue Funds:

Community Development and Home Program Fund

Sheppard Memorial Library (SML)

Housing Trust Fund

Donations Fund

Special Revenue Grant Fund

Occupancy Tax Fund

Hurricane FEMA Grant

Capital Projects Funds:

Capital Reserve

Affordable Housing Project

Public Works Capital Projects

Recreation and Parks Capital Projects

Greenways Fund

Street Improvement Fund
 Engineering Capital Projects
 Community Development Capital Projects
 IT Capital Projects
 Police Capital Projects

Fire and Rescue Capital Projects

Proprietary Funds

Enterprise Funds:

Public Transportation
 Sanitation
 Stormwater Utility
 GUC- Electric Fund
 GUC- Water Fund
 GUC- Sewer Fund
 GUC- Gas Fund



All administered by Greenville
 Utilities Commission

Internal Service Funds:

Vehicle Replacement Fund
 Health Insurance Fund
 Fleet Maintenance Fund
 Facility Improvement Fund

Fiduciary Funds

Other Post Employment Benefit Trust Fund

- II. **Description of City of Greenville General Governmental Unit**---Population estimate, 89,200
 \$122.6 million annual budget.

SIZE AND COMPLEXITY OF UNIT- CITY OF GREENVILLE:

Personnel/Payroll

Number of full-time employees:	725
Frequency of payroll:	Bi-Weekly
Number of payroll direct deposit advices:	All employees
Number of Departments:	13 (excluding; Library & CVA)
Number of purchase orders issued	1,2003,000

- III. **Description of Greenville Utilities Commission Unit** - \$294.5 million annual budget and 480 full-time employees.

SIZE AND COMPLEXITY OF UNIT- GREENVILLE UTILITIES COMMISSION

Personnel/Payroll

Number of full-time employees:	480
Frequency of payroll:	Bi-Weekly

Number of payroll direct deposit advices:	All employees
Number of Departments	11
Number of purchase orders issued (FY 2022-23)	4,196

GUC operates an electric distribution system serving the City and approximately seventy-five percent of the rural portion of the County with approximately 73,138 connections. GUC also operates a water treatment and distribution system with approximately 39,039 connections, a wastewater collection and treatment system with approximately 32,732 connections, and a gas distribution system with approximately 24,695 connections. GUC is a member (participant) of the North Carolina Eastern Municipal Power Agency and has a take or pay contract for energy supply. GUC secures its natural gas supplies through various marketers.

IV. **Description of Sheppard Memorial Library Unit (SML)** - \$2.5 million annual budget and 15 full-time employees, 38 part-time employees.

Sheppard Memorial Library is a high quality library system serving as a reliable gateway to materials, services, and resources that serve the informational, recreational, intellectual and creative pursuits of the individual and the community.

V. **Description of Convention & Visitors Authority (CVA) Unit**- \$1.8 million annual budget and 6 full-time employees.

The City participated with Pitt County in a joint venture to purchase and develop property to be used as a convention center. The Convention Center opened in May 2003 and is operated by an independent management firm. Convention & Visitors Authority is funded from the local occupancy tax collections.

SUBMITTAL REQUIREMENTS

The proposal submittal should contain the following items. To be considered, please submit a tentative schedule for completing the audit for the City, GUC and other entities in order to meet the submission requirements established by the NC Local Government Commission. Along with the listing of qualification, please provide a cost estimate for the five-year period in a (MS-Excel Format) by function and fiscal year (refer to the attached file for format). The proposals should be received no later **3:00 PM (EST) February 9, 2024.**

Proposals shall be submitted via email to:

Proposal for Auditing Services

Cleve Haddock
 Lifetime CLGPO, Procurement Manager
 Greenville Utilities Commission
haddocgc@guc.com

The City and GUC reserve the right to reject any and/or all submittals, waive any minor irregularities in the process and to be the sole judge of suitability of the services for its intended use and further specifically reserves the right to seek new proposals when it is in the best interest of the City or GUC. Failure to respond to any requirements outlined in the RFP or failure to enclose copies of the required documents may disqualify the response.

The City and GUC have adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize MWBE suppliers of materials and labor when available. Minority owned and operated businesses are encouraged to participate in the submission process.

All responses to this request will be subject to the Freedom of Information and Privacy Act.

The font size shall not be smaller than 11-point and the total document should be limited to thirty pages.

To be considered for this project each response must contain all of the following information, tabbed as identified, and in the sequence indicated below.

Completeness and clarity of the response will be an important consideration, as will the conciseness of the response package. Responses should generally include the following sections.

1) SECTION 1: LETTER OF TRANSMITTAL

2) SECTION 2: TABLE OF CONTENTS

3) SECTION 3: EXECUTIVE SUMMARY

Provide an executive summary that outlines your firm's experience, methodology, scope of services, project schedule, and deliverables.

4) SECTION 4: RELEVANT COMPANY EXPERIENCE

- a) Provide the location of the office responsible for the proposed services and the number of partners, supervisory staff, seniors, and other professional staff employed at that office. Describe their roles and provide a brief description of their professional experience in governmental auditing. This description should include specific experience with public power, water, and gas utilities.
- b) Identify your firm's current audit engagements of North Carolina municipalities, counties, commissions, or authorities having or residing in areas with populations in excess of 75,000 and indicate which accounts have been served within the last five years. In doing so, please match the proposed engagement team to the audit engagements that are cited. **(This information may be included as an appendix and is not applicable to the 30-page limit.)**
- c) Describe the experience of the local office in providing additional services to government clients by listing the name of each government, the type(s) of service performed, and the year(s) of engagement. In doing so, please match the proposed engagement team to the engagements that are cited.

- d) Describe the experience, knowledge, and training which your firm and assigned office have in performing examinations in accordance with the provisions of the Federal and State Single Audit Acts, as well as, but not limited to, provisions contained in the United States General Accounting office publication, "Government Auditing Standard" (the yellow book). Provide a copy of the firm's Statement of Policy and Procedures.
- e) Describe the professional experience in governmental audits of each senior and higher-level associate assigned to the audit, the years on each job, and his/her position while on each audit. Indicate the percentages of time each senior and higher-level personnel will be on site.
- f) Describe the professional experience of assigned individuals in auditing relevant government organizations, programs, activities, or functions (e.g., solid waste, utility systems, government enterprises, social service grants, and school systems).
- g) Describe any specialized skills, training, or background in public finance of assigned individuals. This may include participation in State or national professional organizations, speaker or instructor roles in conferences or seminars, or authorship of articles and books.
- h) Describe your firm's personnel development program and your continuing professional education requirements. Identify specialized programs in the area of local government accounting and auditing.
- i) Describe your firm's capability and experience in providing management consulting services to local government units and public utilities.

5) SECTION 5: REFERENCES

Provide names, addresses, and telephone numbers of representatives of five current or prior governmental audit clients who may be contacted for reference.

6) SECTION 6: INSURANCE

Describe your firm's liability insurance coverage arrangements.

7) SECTION 7: LITIGATION/REGULATORY ACTION

Describe any litigation or regulatory action taken by any oversight body against the proposing audit organization or local office.

8) SECTION 8: ENGAGEMENT TIMING / SCHEDULE

This section should include the following information:

- a) Type of audit program used
- b) Organization of the audit team and the approximate percentage of time spent on the audit by each member
- c) Assistance expected from the governmental unit staff; if other than that outlined in the RFP
- d) Information that will be contained in the management letter
- e) Tentative schedule for completing the audit within the specified deadlines of the request

9) SECTION 9: PRICING (UNDER SEPARATE COVER) (MS – EXCEL FORMAT)

Proposals should include the attached cost estimate (MS – Excel Format) by function and fiscal year. This section should include at a minimum the following information:

- a) Personnel Costs - (Partner, Manager, Senior, Staff Accountants, etc.)
- b) Estimated hours - (Interim - On/Off Site, Year-End - On/Off Site, Office)
- c) Rate per hour
- d) Travel - estimated number of trips itemized
- e) Cost of supplies and materials - itemized
- f) Presentation(s) to City Council and GUC Board of Commissioners
- g) Other costs - fully identify and itemize
- h) If applicable, note your method of determining increases in audit costs on a year-to-year basis
- i) Please include the Summary of Audit Costs sheet with your proposal as outlined in the attachment

SCHEDULE & PROCESS

- **Proposals should be received no later than 3:00 PM (EST) February 9, 2024.** All firms submitting proposals must be duly licensed to practice business in the State of North Carolina.
- Screening of proposals by a staff committee should be completed by February 23, 2024. The staff committee will review the potential firm's recent specialized experience, firm's staff qualifications, firm's capacity to accomplish the work, firm's past performance, location of the firm and other considerations when screening proposals.
- Contract negotiations with the selected firm should conclude with contract execution on or about March 21, 2024.

It is the intent of the City and GUC to negotiate a contract immediately following final selection. However, the City and GUC reserve the right to reject any and all responses or to waive any and all formalities and the right to disregard all nonconforming or conditional responses and to award the contract to other than the lowest priced proposal.

INQUIRIES

Questions regarding this Request for Proposals (RFP) should be received by or before January 30, 2024. All questions shall be directed to the attention of Cleve Haddock, Lifetime CLGPO, Procurement Manager, (252) 551-1533, at haddocgc@guc.com.

PROPOSERS CERTIFICATION

I have carefully examined the proposal, and any other documents accompanying or made a part of this proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 150 days in order to allow the City and GUC adequate time to evaluate the responses submitted.

I have attached a summary cost sheet audit proposal for 2024-2019 as specified in the Request for Proposal.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of City of Greenville or Greenville Utilities Commission; and that I the undersigned; executed this certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

TERMS & CONDITIONS

GOOD FAITH STATEMENT:

All information provided by City & GUC in this RFP is offered in good faith. Individual item(s) are subject to change at any time. City & GUC makes no certification that any item(s) are without error. City & GUC is not responsible or liable for any use of the information or for any asserted claims.

PROPOSAL EVALUATION CRITERIA:

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for City & GUC based on, but not limited to, the criteria below. City & GUC reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

- a. Qualifications and Experience
- b. Project Approach and Proposed Solution
- c. Cost Effectiveness and Value
- d. M/WBE inclusion efforts
- e. Acceptance of the Terms of the Contract

VENDOR INCURRED COSTS:

All costs that may be incurred to prepare proposals, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and for the entire contract negotiations process if applicable, shall be the sole responsibility of each vendor. City & GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by vendors during the proposal preparation, subsequent selection, or negotiation stages.

MINORITY BUSINESS PARTICIPATION PROGRAM:

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

PROPOSAL WITHDRAWAL:

A Respondent must notify City & GUC in writing of its request to withdraw a proposal within seventy-two (72) hours after the proposal opening, not including Saturdays, Sundays, or holidays. In order to

justify withdrawal, the bidder must demonstrate that a substantial error exists, and that the proposal was submitted in good faith.

AFFIRMATIVE ACTION:

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

MEDIATION/BINDING ARBITRATION:

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

INDEMNITY PROVISION:

Provider agrees to indemnify and save CITY OF GREENVILLE & GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint ventures, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogation, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogation, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City of Greenville & Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this

indemnity agreement by the Provider in favor of City of Greenville & Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, shall be provided by Provider.

GOVERNING LAWS:

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

ADMINISTRATIVE CODE:

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

UNIFORM GUIDANCE:

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

NOTICES:

Notices to the Parties should be sent to the names and addresses specified below:

Cleve Haddock, Lifetime CLGPO
Procurement Manager
Greenville Utilities Commission
401 South Greene Street
Greenville, N.C. 27834

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E-VERIFY LETTER OF COMPLIANCE

1. I have submitted a proposal for contract or desire to enter into a contract with the City of Greenville & Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. ___ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. ___ I employ less than twenty-five (25) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this proposal and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. ___ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. ___ Employ less than twenty-five (25) employees in the State of North Carolina.
Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)