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REQUEST FOR INFORMATION AND PROPOSAL

PROVIDE AND MANAGE A TRAFFIC SIGNAL RED LIGHT VIOLATION PROGRAM IN GREENVILLE, NORTH CAROLINA

SCOPE

The City of Greenville, North Carolina, hereinafter referred to as City, a diverse community of approximately 90,000 residents, is seeking letters of interest, statements of qualifications, and a firm proposal to develop and provide all equipment, personnel, facilities, and incidents necessary to provide a traffic signal red light violation program. The system shall be capable of monitoring, detecting and recording violations, and shall include post processing features and documentation suitable to support the issuance of citations in accordance with State statutes and local ordinances. The selected firm will be required to work closely with City staff regarding implementation of the program.

TIMEFRAME

Time is of the essence in the performance of this contract. Interested firms shall provide, in their submittal, a proposed timeline to fully implement the program. It is expected that this RFP may result in the development of a list of firms for interview. If selected for an interview, respondents shall be prepared to be available for a presentation and questions session lasting approximately two (2) hours. Based on interviews and submittals, the City will select a firm for final negotiation of a contract. Work shall start immediately thereafter and proceed without interruption until completed, accepted, and implemented. The final contract amount and form shall be mutually agreed upon based on the final scope of work.

TERMS AND CONDITIONS

1. The initial contract shall be for a period of five (5) years.
2. Proposals should be based on a per citation civil penalty of \$100, an additional civil penalty of \$100 for failure to pay the civil penalty or file an appeal within 30 days, and the assessment of a collection assistance fee of \$20 for failure to pay the civil penalty after the second notification of the violation.
3. Proposals should be based upon the monitoring of a minimum of 10 approaches at various intersections. The number of locations to be monitored may be increased during the term of the contract upon mutual agreement.
4. An all digital camera system is required. The City has a preference for out-of-pavement sensors to avoid cutting roadways, but will consider other proposals.
5. Any connections to traffic signal boxes require an engineering plan and encroachment agreement with NCDOT. All such permits shall be obtained, coordinated and paid for by the Contractor. City will provide assistance as necessary.
6. Payment to the City shall be made monthly on a mutually agreed upon schedule and method.

7. Proposals shall be firm for acceptance by the City for a period of ninety (90) calendar days after the day and time set for receipt.
8. Proposals must be submitted in a sealed envelope; no faxed or emailed proposals will be accepted.
9. The City reserves the right to award this contract in whole or part, in the best interest of the City. The City further reserves the right to accept or reject any or all proposals.
10. The City reserves the right to request additional information it feels necessary to make a qualified judgment as to a firm's ability to perform the work.
11. The Contractor will be required to indemnify and hold harmless the City and its agents and employees from and against all claims, fines, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the work, caused by any act or omission of the Contractor, any subcontractor, and anyone for whose acts any of them may be liable. In cases of concurring fault, each party shall bear his share of the loss. In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose act any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

The Contractor will be required to provide the following insurance written by insurers licensed to do business in the State of North Carolina:

- (a) Commercial General Liability: The Contractor shall take out and maintain during the life of the contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed operations.
- (b) Automobile Liability: The Contractor shall take out and maintain during the life of the contract automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.
- (c) Workers' Compensations and Employers' Liability Insurance: The Contractor shall take out and maintain during the life of the contract workers' compensation insurance as required by the laws of North Carolina and Employers' Liability with limits of \$100,000 each accident, \$500,000 policy limit and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under the contract is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.
- (d) Owner's and Contractor's Protective Liability: The Contractor shall secure and maintain during the life of the contract, an Owner's and Contractor's Protective Liability insurance policy for the City, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

The City of Greenville shall be named as an additional insured and provided with a certificate of insurance evidencing said coverage.

12. This Request for Information and Proposal and all proposals are considered public information pursuant to North Carolina General Statutes with the exception of any parts of the proposal that are trade secrets. Accordingly, all information is subject to public access subsequent to the selection of a recommended Contractor by City of Greenville staff. This includes financial information as well as the financial proposals for the red light violation program. Any part of a proposal that is a trade secret under North Carolina law will not be disclosed or subject to public access. Contractors wishing to assert trade secret protections are responsible for providing all relevant legal citations under which the assertion is being made and to provide the assertion(s) and legal support with their proposals.
13. 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.

SUBMITTAL REQUIREMENTS

Interested firms shall submit a proposal consisting of the following information, tabbed as identified and in the order indicated below:

Section 1 – Letter of Transmittal (maximum of two (2) pages)

- A cover letter stating your interest in the project.
- Firm name, year established, address, telephone number, fax number, and contact person.
- Identify if the firm is classified as a Disadvantaged Business Enterprise.
- Provide copies of Certificate(s) of Insurance showing General Liability, Automotive, Workers' Compensation and Professional Liability Coverage.

Section 2 – Personnel

- Provide education and experience of the principals and staff of the firm that will manage this program. Include an organizational chart of the company.
- Identify the personnel that would be assigned to this project and any unique qualifications or experience of such personnel.

Note: Substitution of other personnel after the selection is made must be approved by the City.

Section 3 – Consultants/Sub-consultants/Other participants

- Provide a list of consultants and/or sub-consultants who would be retained to provide services on the project including qualifications and experience of all listed.
- Highlight any unique experience relative to this type or scope of work.
- Specify the percentage of work anticipated to be attributed to these consultants.
- Identify any Disadvantaged Business Enterprise (DBE) or minority firms to be used.

Section 4 – Past Experience

- A list of prior experience in providing like services as a company.
- Provide a brief description of similar projects completed for at least the last 5 years.
- Provide names and contact numbers for references for similar projects.

Section 5 – Project Requirements

- Provide a detailed description of hardware and software to be used in the program and the unique capabilities thereof.
- A detailed description of the management process of the program. Invoicing, billing, re-billings, collection methods, legal support, and examples of all paperwork associated with the program shall be included.
- Demonstrated legal capacity and/or knowledge of North Carolina Statutes relative to providing this service. Include copy of suggested standard contract document.
- Proposed compensation structure and timing of all financial commitments of the City, if any.
- The approach that will be taken to conduct the work along with a timeline schedule to complete all work. All major work elements shall be shown. Task conducted by the City of Greenville or non-consultant participants shall be clearly identified by task and effort to accomplish.
- A proposal providing the suggested division, between the City and the selected vendor, of the proceeds of the program. Include complete financial information for the life of the program.
- Describe why your firm should be selected to include any unique qualities which you feel make your firm well suited to provide this program.

Note: Each proposal shall be limited to a maximum number of twenty (20) pages. This page limit includes tabs and/or other dividers. Also note that double-sided pages will be counted as two (2) pages. Failure to comply with the page limits may result in disqualification of the submittal.

Note: Respondents are hereby notified that submittals need not contain extravagant or expensive photos, charts, graphs, binders, or the like. Particular attention should be made to providing information that directly relates to the experience a firm has in providing similar required services to other cities and agencies in North Carolina or other states with similar conditions.

EVALUATION OF PROPOSALS

A contract will be awarded to the respondent that submits the proposal that the City determines is in its best interest. The contract may not necessarily be awarded to the respondent with the lowest cost proposed. The factors to be considered in awarding the contract include all of the items listed in the submittal requirements described in this Request for Information and Proposal.

SUBMITTAL DUE DATE AND QUESTIONS

Respondents should submit 5 bound copies and 1 copy on CD or jump drive by mail or courier. All hard copy submittals should be directed to the below contact no later than 4 p.m. on Monday, December 12, 2016: Packages should be plainly marked on the outside with the respondent's name and *Proposal – "Respect the Red"*.

Proposals should be mailed or delivered to:

Greenville Police Department
Attention: Lieutenant Mike Broadwell
500 S. Greene Street
Greenville, NC 27834
mbroadwell@greenvillenc.gov
Phone: 252-329-4835

Questions regarding this Request for Information and Proposal shall be submitted in writing to the attention of Lieutenant Mike Broadwell, by e-mail to mbroadwell@greenvillenc.gov no later than 4 p.m. on November 30, 2016.

Prior to receipt of proposals and award of a contract, respondents are expressly prohibited from contacting any City of Greenville officials, employees, or any other party associated with this Request for Information and Proposal, except as noted above. Communication regarding this Request for Information and Proposal via any medium other than the designated fax number or e-mail address, including phone, personal visits, etc., is prohibited. Violation of these provisions may result in immediate disqualification of the respondent or proposal.