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**CITY OF GREENVILLE,
NORTH CAROLINA
AS LEAD PLANNING AGENCY OF THE
GREENVILLE URBAN AREA METROPOLITAN PLANNING
ORGANIZATION (MPO)**

Request for Proposal #: 17-18-20

2045 Metropolitan Transportation Plan (MTP) Development

For the Greenville Urbanized Area

Date of Issue: November 28, 2017

Proposal Opening Date: January 12, 2018

At 2:00pm ET

Direct all inquiries concerning this RFP to:

Ryan Purtle

Transportation Planner/ MPO Coordinator

Greenville Urban Area Metropolitan Planning Organization

Email: RPurtle@Greenvillenc.gov

Phone: 252-329-4476



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CITY OF GREENVILLE, NORTH CAROLINA

Request for Proposal #

17-18-20

For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name



CITY OF GREENVILLE, NORTH CAROLINA
 Greenville Urban Area Metropolitan Planning Organization
 1500 Beatty Street
 Greenville, NC 27834

Refer <u>ALL</u> inquiries regarding this RFP to: <p align="center">Ryan Purtle Transportation Planner/MPO Coordinator (252) 329-4476 RPurtle@Greenvillenc.gov</p>	Request for Proposal # 17-18-20
	Proposals will be publicly opened on: January 12, 2018
	Contract Type: Professional Services
	Description: 2045 Metropolitan Transportation Plan
	Using Agency: Greenville Urban Area MPO
	Requisition No.: None

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED.
 Late proposals cannot be accepted.**

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the City of Greenville shall affix his/her signature hereto and this document and all provisions of this Request For Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

<p>FOR CITY USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____</p> <p>(Authorized Representative of the City of Greenville)</p>
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1.0 PURPOSE AND BACKGROUND

The City of Greenville is located in Pitt County, North Carolina, in the eastern portion of the State. The MPO planning area is fully contained within Pitt County. The Greenville Metro Area has a population of approximately 177,220 residents (2016 US Census Metro Area estimate). This population is approximately a 5.4% increase in population over the year 2010 Metro Area population estimate of 168,148. The MPO anticipates this growth trend to continue in the future. It is estimated that the population of Pitt County could increase to 191,942 by 2036 (NC Office of State Budget and Management). The following jurisdictions are located within the MPO boundary: Town of Ayden, City of Greenville, Town of Winterville, Village of Simpson, and Pitt County (portion). The City of Greenville is designated as the Lead Planning Agency for the MPO. The planning area for the MPO and this master plan is indicated on this map: <http://www.greenvillenc.gov/home/showdocument?id=760>

Geographically, the City of Greenville is the county seat of Pitt County, NC. The county is approximately 90 miles from, Atlantic Beach, NC, and approximately 85 miles from the state capital, Raleigh, NC.

As Lead Planning Agency (LPA), the City of Greenville is seeking proposals from qualified and professional consulting firms to work with the City in development of an updated Metropolitan Transportation Plan (MTP) for the entire Greenville Urban Area Metropolitan Planning Organization (MPO). It is anticipated the project will get underway in early 2018. The following jurisdictions are located within the MPO boundary: Town of Ayden, City of Greenville, Town of Winterville, Village of Simpson, and Pitt County (portion). This Request for Proposal (RFP) describes the elements requested for inclusion in the proposal.

This Plan will be titled the 2045 Metropolitan Transportation Plan (MTP). The MTP is used by Federal, State and local transportation professionals to plan and develop a safe, efficient and integrated multimodal transportation network within the Greenville Urbanized Area.

The 2045 MTP is expected to:*

1. Update and replace the 2014-2040 MTP
2. Incorporate all other Greenville Urbanized Area adopted Plans.
3. Comply with 13 USC 134, 49 USC 53, 23 CFR Part 450, MAP-21, FAST ACT and all other Federal and State requirements.
4. Identify and analyze of current transportation facilities outlining deficiencies and future year recommendations to increase safety, connectivity and access as they relate Plan forecast year.
5. Describe performance measures and targets for the current and plan year transportation network and how the 2045 MTP supports these measures.
6. Establish and discuss environmental mitigation techniques, land-use factors and economic development support
7. Operational and management strategies for congestion management and mobility as it pertains to the current and planned transportation network.
8. Establish congestion management and air quality conformance best practices
9. Establish a financial plan for implementation identifying public and private resources, additional financing strategies and ensuring estimated project costs and revenues are reported as year of expenditure values.

*the above list should be considered a minimum, with the expected Plan accomplishments exceeding the above list (for further detail see Section 5).

Under the provisions of the North Carolina Public Records Law, all proposals, after opening, will become public information. Unless a specific note is made to the contrary in your proposal or a subsequent contract,

we will assume that your proposal conforms to the City of Greenville's specifications and an award to you will bind you to comply fully with all of the following General Conditions and Stipulations.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

The detailed requirements set forth in the Proposal Format are mandatory. Failure by any firm(s) to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Vendors are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed. All costs incurred by the proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the contractor selected for contract award will form the basis for negotiation of a contract. The City of Greenville reserves the right to issue a contract without further negotiation using the data contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.

Proposals shall not include the proposer's fee or cost estimate. Proposals will be evaluated solely based upon the criteria established within this RFP. The City of Greenville reserves the right to reject any or all Proposals, or any parts thereof, waive formalities, negotiate terms and conditions, and to select the consultant and service options that best meet the needs of the City and the Greenville Urbanized Area MPO. The project objective is to provide a blueprint for transportation network needs of the community. It is expected that all vendors will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this project. Within thirty (30) days from receiving notice that the City of Greenville has awarded the contract, the firm awarded the contract shall submit to the City of Greenville an action plan and timetable for a proposed scope of services. City/MPO staff will not be conducting meetings with those consultants not selected.

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.1 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the City of Greenville's, acting as the LPA and on the behalf of the MPO, terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with in the instructions in Section 2.5 PROPOSAL QUESTIONS. If the City of Greenville determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The City of Greenville may also elect to leave open the possibility for later negotiation and amendment of specific

provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the City of Greenville rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the City of Greenville. Identification of objections or exceptions to the City of Greenville's terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.

A Vendor may, however, include a separate page along with its proposal, titled "Request for Proposed Modifications to Terms and Conditions," and identify specific modifications that it requests the City of Greenville to consider. The City of Greenville will evaluate all proposals without regard to any proposed modifications. Once a proposal has been identified as the one for which an award recommendation has been made but prior to approval of the recommendation, the City of Greenville, in its sole and absolute discretion, may consider any proposed modifications attached to that proposal. Any modification(s) to the terms and condition agreed to by the City of Greenville will be identified in the Certification of Award. Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the City of Greenville. Only those proposed modifications identified in the award certification shall be part of the Contract, and the City of Greenville may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a contract amendment. By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the City of Greenville may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's proposal under the terms and conditions of this RFP.

Contact with anyone working for or with the City of Greenville regarding this RFP other than the City of Greenville Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the City of Greenville's election.

2.2 RFP SCHEDULE

The table below shows the intended schedule for this RFP. The City of Greenville will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	City of Greenville	5:00pm November 28, 2017
Submit Written Questions	Vendor	5:00pm December 8, 2017
Provide Response to Questions	City of Greenville	5:00pm December 15, 2017
Submit Proposals	Vendor	2:00pm January 12, 2018
Contract Award	City of Greenville	Within 30 days
Contract Effective Date	City of Greenville	TBD by City of Greenville and Awarded Vendor

2.3 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to RPurtle@Greenvillenc.gov by the date and time specified above. Vendors should enter “RFP #17-18-20: Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the City of Greenville’s, acting as the LPA and on the behalf of the MPO, response, and any additional terms deemed necessary by the City of Greenville will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us> and to the City of Greenville RFP listing at www.greenvillenc.gov, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any City of Greenville personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.4 PROPOSAL SUBMITTAL

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

Office Address of delivery by any method
<p><i>PROPOSAL NUMBER:17-18-20</i> Greenville Urban Area MPO 1500 Beatty Street Greenville, NC 27834</p>

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this RFP shall NOT be accepted.**

- a) Submit **two (4) signed, original executed** proposal responses, ten (10) photocopies, ten (10) un-redacted electronic copies on CD, DVD or flash drive and, if required, ten (10) redacted electronic (Proprietary and Confidential Information Excluded) copies on CD, DVD or flash drive of your proposal simultaneously to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) The electronic copies of your proposal must be provided on separate read-only CD's, DVD's or flash drives. The files on the discs **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Disc One must contain the entire Technical Proposal including any proprietary information and have the following label affixed to the disc: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Disc One - Technical Proposal Non-Redacted."

Disc two, if required for confidentiality, must contain the Technical Proposal **excluding** any proprietary information identified as confidential and proprietary in accordance with Attachment A, Paragraph 11 of the Instructions to Vendors. The City of Greenville, in responding to public records requests, will release the information on this disc. It is the sole responsibility of the Vendor to ensure that this disc complies with the requirements of A, Paragraph 11 of the Instructions to Vendors. The following label must be affixed to the disc: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Disc Three Technical Proposal– Redacted Copy".

2.5 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Firm History and Experience: Proposer is requested to define the overall structure of the firm to include the following:
 - 1. Brief overview of firm's history, primary line of business as well as specialty areas.
 - 2. A description of the firm's principal business location and any other service locations, including the primary office that will service the City. Proposer will indicate the office location that each staff member will be based from.
 - 3. Length of time providing services as described herein.
 - 4. Expected communication responsibilities.
 - 5. Discuss any impending changes in your organization that could impact the delivery of services.
 - 6. Disclose any conflicts or perceived conflicts of interest as well as what procedures your firm utilizes to identify and resolve conflicts of interest.

d) Qualifications: Proposer is requested to provide a description of the proposed project team, staff qualifications, experience and credentials:

7. Description of service philosophy and what sets your company apart from other consulting firms.
8. Describe similar projects successfully undertaken by your company.
9. Introduce the project team by name with specific roles, qualifications, experience, present client load, distribution of responsibilities, and for each staff member state the anticipated percent of staff time that would be dedicated to this project.
10. Describe detailed history of each proposed project team member identifying work history that is similar to the role as proposed by consulting firm. Identify similarities of team members' previous work history to the role proposed for this master planning effort.
11. Project History Page (maximum of 5 pages, 1 per project): Proposer shall submit up to 5 pages of related project history, with one page dedicated to a single project showcasing similar projects as requested in this request for proposals. Each page shall detail:
 - i. Project title, location, project cost, and year completed; and
 - ii. Project Manager; and
 - iii. Percent of project completed by the proposer's firm; and
 - iv. Proposer firm's role(s) in development of the master plan; and
 - v. Client contact: phone number, email, and address; and Relevant staff from your firm: Identify key staff personnel, their role on that project, and indicate if they are proposed to have a role on the Greenville Urban Area MPO's planning project. If so, identify that proposed role.
 - vi. May include a small graphic of the cover page and/or relevant pages.
12. Indicate current responsibilities of person designated to serve as lead contact for the City of Greenville.
13. State level of organizational responsibility of key project staff members.
14. Include certifications held by Proposer's personnel.
15. Indicate back-up support capability.

e) Scope of Services: As indicated above, please include a draft scope of services with a detailed explanation of services offered, provide a detailed report of work proposed to be accomplished by NCDOT and the work tasks to be accomplished by the consultant.

f) References: Proposer is requested to provide a list of references with the RFP. Proposer may choose to use some, all, or none of the contacts mentioned in project history pages in item (d).11 above:

16. Provide the contact names and telephone numbers of five (5) references, preferably other municipalities, Counties, or MPO's.
17. Include name of the client, address, telephone number, and name of main contact.

g) Additional Information

18. Statement of Company Policy (for Personnel, Vacation, Sick Leave, Overtime, Pay Raise Policies, Travel and Subsistence Reimbursement, etc.)
19. Chart of Accounts
20. Financial Statements for the last fiscal year
21. Overhead Audit – [http://audit.transportation.org/Documents/AudAcctgGuide2012\(SPG-complete\).pdf](http://audit.transportation.org/Documents/AudAcctgGuide2012(SPG-complete).pdf)
22. Internal Control Questionnaire (ICQ), Certification of Final Indirect Costs letter (CCL) and Certification of Premium Overtime Policy must be completed each fiscal year and submitted with the overhead computation.

- h) Completed and signed version of EXECUTION PAGES, along with the body of the RFP (pages 2-20)¹, and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- i) ATTACHMENT A: INSTRUCTIONS TO VENDORS
- j) ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- k) Completed and signed version of ATTACHMENT C: LOCATION OF WORKERS UTILIZED BY VENDOR
- l) Completed and signed version of ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION
- m) Completed and signed version of ATTACHMENT E: CITY OF GREENVILLE MWBE FORM PACK
- n) ATTACHEMNT F: CERTIFICATE OF INSURANCE
- o) Completed and signed version of ATTACHMENT G: NCDOT FORM RS-2
- p) Completed and signed version of ATTACHMENT H: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS
- q) Completed and signed version of ATTACHMENT I: CONFLICT OF INTEREST CERTIFICATION
- r) If not registered with NCDOT as a vendor, Completed and signed version of ATTACHMENT J: NCDOT VENDOR REGISTRATION FORM (W-9)

The purpose of the Proposal is to demonstrate the qualifications, service level, competence, and capacity of the firms seeking to become a consultant of record for the City of Greenville. The vendor's proposal should include a Technical Proposal which addresses all the points outlined here as required. Proposals should be held to no more than 25 pages in length; this includes resumes and inserts and be printed on standard 8.5" x 11" paper and be bound. Tab dividers, cover page, letters of commitment from subcontractors, NCDOT's form RS-2, NCDOT's vendor registration form (W-9), certificate of insurance, conflict of interest certification, the City of Greenville MWBE Form Pack and the certification regarding debarment, suspension, ineligibility and voluntary exclusion for federal aid contracts will not be counted toward page limit

2.8 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #___ *[for 'name of Vendor']*". Each proposal must be for a specific set of services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- c) **CONTRACT LEAD:** Representative of the City of Greenville, acting as the LPA and on the behalf of the MPO, who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the City of Greenville and who will administer this contract for the City of Greenville.

- d) **LPA:** Lead Planning Agency, The City of Greenville serves as the MPO's Lead Planning Agency
- e) **MPO:** Greenville Urban Area Metropolitan Planning Organization, regional transportation planning organization that is made up of elected officials and representatives from various local government agencies located within the Greenville urban area as well as representatives from the North Carolina Department of Transportation (NCDOT)
- f) **MTP:** Metropolitan Transportation Plan, a federally-mandated, long-term planning document detailing the transportation improvements and policies to be implemented in the MPO's planning area. This document is updated every 5 years.
- g) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- h) **RFP:** Request for Proposal
- i) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- j) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- k) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified proposals will be evaluated and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract to single Vendor, the City of Greenville reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the City of Greenville to do so.

The City of Greenville reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the City of Greenville's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the City of Greenville would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of

the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Proposals will be reviewed and evaluated by a Selection Committee comprised of staff members from the City of Greenville, Pitt County, the Towns of Winterville and Ayden, the Village of Simpson, the North Carolina Department of Transportation and the Federal Highway Administration. The Selection Committee shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

The City of Greenville will conduct a One-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor in a sealed envelope or package.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the package containing the proposals from each responding firm will be opened publicly.

At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the Selection Committee reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the City of Greenville, MPO and its municipal partners and the North Carolina Department of Transportation.

The City of Greenville reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the City of Greenville, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the City of Greenville will make Award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the City of Greenville, MPO and its municipal partners and the North Carolina Department of Transportation.

3.4 EVALUATION CRITERIA

The Selection Committee may choose to select a consultant just based upon scoring of the proposals, or they may narrow down the submissions to no more than three finalists and then request them to give a presentation to the selection committee. The selection committee's recommendation will be brought forward to TCC and TAC of the Greenville Urban MPO for approval before recommending to the City Council of Greenville, as the LPA, that the contract be awarded to the recommended firm

The chosen consultant will be expected to meet with the selected Steering Committee, NCDOT, FHWA and MPO staff. The consultant will develop a plan and schedule detailing proposed meetings and frequency sufficient to provide the consultant necessary guidance and gather information, ideas, to update them on findings, progress, and Plan development future steps. Furthermore, it is envisioned the selected consultant will make a brief PowerPoint presentation for MPO-staff use summarizing key points, features, improvements, and highlights of the Plan and development process.

The Selection Committee will evaluate proposals based on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful Vendor. Award of such a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms. The City reserves the right to void the contract if the successful proposer cannot perform services specified by the proposer's response

All qualified proposals will be evaluated and award made based on considering the following criteria, to result in an award most advantageous to the Greenville Urban Area MPO and the City of Greenville as the LPA:

- 1) **(35%)** Past performance - Performance evaluation ranking from previous work (composed of the following sub measures)
 - a) Quality score of similar work – (20%)
 - b) Proposed schedule feasibility – (10%)
 - c) Responsiveness to RFQ score – (5%)
- 2) **(15%)** Project Manager – Predicted ability to manage project (composed of the following sub measures)
 - a) Demonstrated experience in projects of similar type – (10%)
 - b) Quality of resume – (5%)
- 3) **(15%)** Approach to project – Project understanding and innovation that provides cost or time savings, or increased data reliability
 - a) Level of understanding – (10%)
 - b) Process and public involvement innovation – (5%)
- 4) **(10%)** Capacity of the project team to do the work - Evaluation of the ability of the proposed team's personnel and other resources to perform the project on time -
 - a) Ability to adequately complete project in a timely manner – (10%)
- 5) **(20%)** Team's documented qualifications – Technical expertise: Unique resources that yield a relevant added value to the deliverable
 - a) Demonstrated overall experience for the project – (10%)
 - b) Demonstrated Long Range Plan development/updating experience – (10%)
- 6) **(5%)** Location of assigned staff to the Greenville Urban Area MPO Boundary. (to be scored as follows)
 - a) Within 99 miles – full 5%
 - b) 100-199 miles – 4%
 - c) 200-299 miles – 3%
 - d) 300-499 miles - 2%
 - e) Greater than 500 miles – 1%

The relative merits of all proposals will be determined at the sole discretion of the Selection Committee. The successful candidate will be required to enter into a written agreement with the City of Greenville, as the Greenville Urban Area MPO LPA. This agreement will last for the period of time it is estimated to complete this study. The City of Greenville reserves the rights to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. The City of Greenville will choose the proposal(s) that best fits its needs. The City and/or MPO will not conduct follow-up or debriefing interviews with those firms not selected at any stage of the selection process.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the City of Greenville may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the City of Greenville:

- Level of quality provided by the Vendor
- Process and performance capability across multiple jurisdictions
- Protection of the City of Greenville's information and intellectual property
- Availability of pertinent skills
- Ability to understand the City of Greenville's business requirements and internal operational culture
- Particular risk factors such as the security of the City of Greenville's information technology
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Selection Committee will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the MPO's needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Selection Committee exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City of Greenville to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 CONTRACT TERM

The Contract shall have an initial term based upon the duration of the Vendor's proposed project schedule, in accordance with the federally mandated MPO adoption of the 2045 MTP, beginning on the date of

contract award (the "Effective Date"). The Vendor shall begin work under the Contract within 30 days of the Effective Date.

4.2 PRICING

Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from use in evaluation criteria. The total budget for the proposed 2045 Metropolitan Transportation Plan Development is \$175,000.

4.3 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address: Greenville Urban Area MPO
Attn: Ryan Purtle, Transportation Planner
1500 Beatty Street
Greenville, NC 27834
- c) Invoices must be submitted to the Contract Lead in hard copy on the Contractor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.
- d) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.
- e) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

4.4 PAYMENT TERMS

The Vendor will be paid net thirty (30) calendar days after the Vendor's invoice is approved by the Contract Lead.

4.5 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The City of Greenville is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the City of Greenville within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.6 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the MPO. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person and contained within the proposal in the order outlined in Section 2.5.

4.7 REFERENCES

As stated in Section 2.5 (f), Vendors shall provide references for which your company has provided services of similar size and scope to that proposed herein. The Selection Committee may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal. These references shall be contained within the proposal in the order outlined in Section 2.5.

4.8 BACKGROUND CHECKS

Vendor and its personnel may be required to provide or undergo background checks at Vendor's expense prior to beginning work with the City of Greenville. As part of Vendor background the details below must be provided to the City of Greenville:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide services on this project, of which Vendor has knowledge or a statement that it is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor's responses to these requests shall be considered to be continuing representations, and Vendor's failure to notify the City of Greenville within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform services under this contract.

4.9 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The Contract Lead will approve or disapprove the requested substitution in a timely manner. The City of Greenville, acting as the LPA and on the behalf of the MPO, may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the Contract Lead may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.10 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the City of Greenville under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the City of Greenville. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

The selected consultant shall furnish professional planning and engineering services, including labor, subcontractor participation, materials, supplies, equipment, travel and transportation, necessary to develop the 2045 Metropolitan Transportation Plan (MTP). Federal guidance with regards to best practices should be evaluated within the development process.

The Consultant team will coordinate with MPO staff and members in the development process for the 2045 MTP, including all public involvement activities needed during Plan development. Public Involvement techniques should meet the MPO's Public Involvement Plan at a minimum. The Consultant should also incorporate innovative techniques and multiple initiatives for public participation throughout the development process.

5.1 GENERAL

To aid the development process, a steering committee shall be formed from MPO staff, member jurisdictions and pertinent stakeholders. Upon selection of a consultant, the MPO will select and form the Steering Committee and provide contact information to the Consultant. The Consultant should plan to also provide two presentations to the MPO's governing committees (Technical Coordinating Committee (TCC) and Transportation Advisory Committee (TAC)) at the 50% completion mark and as a final presentation for

plan adoption. Four total presentations to update the Steering Committee should be planned and coordinated between MPO staff, the Consultant and the Steering Committee.

The MPO will be updating their Travel Demand Model to the horizon year of 2045 in preparation for the 2045 MTP update. Completion of the model update is scheduled for August 2018. The Travel Demand model must be used in the development of the 2045 MTP as projects must be tested against the data contained within the model. Coordination to provide data from the model to the consultant prior to its completion shall be handled by MPO staff

The 2045 MTP will be a multi-modal plan and will include local, State and Federal highway systems; Greenville Area Transit, Pitt Area Transit, Vidant Medical Transit and ECU Transit; Pitt-Greenville Airport; commercial rail activity; Freight; bicycle and pedestrian facilities. This plan must be accepted and approved by the MPO, NC Department of Transportation and the Federal Highway Administration at completion.

The following MPO and local adopted plans and studies shall be utilized in development of the 2045 MTP:

- Adopted Long Range Land Use Plans for: Greenville, Winterville, Ayden, Simpson and Pitt County
- Active Transportation Master Plan (ATP)
- Comprehensive Transportation Plan (CTP) Highway Map
- City of Greenville Short Range Transit Plan
- Public Involvement Plan (PIP)
- Title VI Plan
- Southwest Bypass Corridor Study
- Greenville Boulevard and Arlington Boulevard Feasibility Studies
- All local transit plans, small area plans, studies or adopted documents

The primary City of Greenville staff, acting on behalf of the MPO, for this project are as follows:

- Kevin Mulligan, Director of Public Works, TCC Chairman
- Scott Godefroy, City Engineer
- Ryan Purtle, Transportation Planner

The Consultant shall furnish scope of services to develop the 2045 MTP that is creative with regards to approach, process and content. The development scope should ensure that the 2045 MTP is developed in accordance with Federal regulations and requirements as required in 13 USC 134, 49 USC 53, 23 CFR Part 450 and the FAST ACT. Innovative visualization and outreach techniques as a means to engage the public are an integral part of the development process and should be reflected as so in the scope.

The 2045 MTP shall assist the MPO in planning, developing and operating an innovative and integrated transportation network that will serve as a multi-modal system functioning to promote smart and sustainable mobility and development in the region.

5.2 OBJECTIVES

The 2045 MTP is expected to:*

1. Update and replace the 2014-2040 MTP
2. Incorporate all other Greenville Urbanized Area adopted Plans.
3. Comply with 13 USC 134, 49 USC 53, 23 CFR Part 450, MAP-21, FAST ACT and all other Federal and State requirements.

4. Utilize the MPO Travel Demand Model to identify transportation network deficiencies across all modes of transportation.
5. Identify and analyze of current transportation facilities outlining deficiencies and future year recommendations to increase safety, connectivity and access as they relate Plan forecast year.
6. Incorporate adopted performance measures for the following categories (as mandated by the FAST Act): 1) Safety, 2) Bridge/Pavement, 3) CMAQ, Reliability and Freight, 4) Transit Management
7. Identify, prioritize and program projects to the plan year of 2045 that mitigate network deficiencies and support the MPO's adopted performance measures
8. Establish and discuss environmental mitigation techniques
9. Study and discuss economic development and land-use factors as it pertains to the current and future year transportation network.
10. Study and discussion of socio-economic and demographic conditions with population trend; Land-use scenarios should be incorporated in an effort to utilize scenario planning for the 2045 Plan year.
11. Operational and management strategies for congestion management and mobility as it pertains to the current and planned transportation network.
12. Establish congestion management and air quality conformance best practices
13. Establish a financial plan for implementation identifying public and private resources with additional financing strategies while ensuring estimated project costs and revenues are reported as year of expenditure values.

**the above list should be considered a minimum, with the expected Plan accomplishments exceeding the above list of objectives.*

Deliverables at completion of the 2045 MTP shall at minimum include: **

1. Two (2) Final Plan presentations, one to each the Steering Committee and MPO Transportation Advisory Committee (TAC)
2. A copy of the Final Plan PowerPoint presentation for MPO use
3. Thirty (30) hard copies of the Final Plan, printed and bound in 8.5" x 11" format, tabbed, and 11" x 17" fan-folded pages inserted, as needed
4. Digital files including: a searchable PDF version of the Final Plan; Source images used in the Final Plan; all digital versions of materials used for public outreach and promotion
5. GIS shape files and layers formatted as described by the NCDOT's Transportation Planning Branch for use in the creation of the comprehensive Transportation Plan (CTP) mapping elements.

***Final deliverables shall be negotiated with the selected vendor as a part of the scope of service finalization.*

5.3 TASKS

As specified in Section 2.5, Vendors shall furnish a scope of services, listed by task item, required to produce a Federal and State compliant 2045 MTP that accomplishes and exceeds the objectives listed above. The selected vendor's scope of service provided within the proposal shall not be considered all encompassing. Once a vendor has been selected, the vendor, Selection Committee and primary staff, utilizing the vendors draft scope, will determine the full scope of the project and outline said scope as a part of the finalized contract.

5.4 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP, and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.5 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

5.6 ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the City of Greenville, as the LPA and on the behalf of the MPO, shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the City of Greenville shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the City of Greenville may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.7 WARRANTIES

Vendor warrants to the City of Greenville, acting as the LPA and on the behalf of the MPO, that all items furnished will be new (unless otherwise specifically requested in this RFP), of good material and workmanship, and Vendor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of City of Greenville or MPO's negligence or accident for a minimum of 90 days from date of acceptance. Such replacement shall include transportation costs free of any charge to the City of Greenville. This statement is not intended to limit any additional coverage, which may normally be associated with a product. Vendor shall assign to the City of Greenville all third party warranties applicable to such deliverables. Vendor warrants that the City of Greenville and/or MPO has all rights necessary to utilize all deliverables for their intended purpose free from all third party claims.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the City of Greenville, acting as the LPA and on the behalf of the MPO, a project manager. The project manager shall be the City of Greenville's and/or MPOs point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the contract lead, shall meet periodically monthly with the contract lead and Steering Committee for Project Review meetings. The purpose of these meetings will be to review project

progress reports, discuss Vendor and MPO performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The City of Greenville, acting as the LPA and on the behalf of the MPO, encourages the Vendor to identify opportunities to reduce the total cost the MPO. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

6.4 PERIODIC MONTHLY STATUS REPORTS

The Vendor shall provide periodic Management Reports to the designated Contract Lead on a monthly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within ten (10) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the City of Greenville's, acting as the LPA and on the behalf of the MPO, Contract Lead for resolution. A claim by the Contract Lead shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the City of Greenville, acting as the LPA and on the behalf of the MPO, and Vendor.

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Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

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 appearing 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 of Greenville, acting as the LPA and on the behalf of the MPO, 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. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the City of Greenville, acting as the LPA and on the behalf of the MPO, reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the MPO, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the MPO.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection without further consideration.
8. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - All copies of the proposal are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.

- Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

9. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150 (1999), the City of Greenville invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

10. CITY OF GREENVILLE MWBE POLICY FOR PROFESSIONAL SERVICES OVER \$50,000: 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.

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.

Professional Services	MBE	WBE
	4%	4%

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

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/>

11. SMALL PROFESSIONAL SERVICES FIRMS (SPSF): The City encourages the use of Small Professional Services Firms (SPSF). A firm certified as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and/or Women’s Business Enterprise (WBE) automatically qualifies as an SPSF. Only firms certified by NCDOT qualify as a SPSF. North Carolina HUB-certified firms do not satisfy this requirement. The SPSF Program was developed to provide consulting opportunities for firms that meet the eligibility criteria to compete against other consulting firms that are comparably positioned in their industries. Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source. After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed SPSF participation will be

given priority consideration. The firm, at the time the proposal is submitted, shall submit a listing of all known small professional services firms (SPSF) that will participate in the performance of the identified work. The participation of each SPSF shall be submitted on a separate Form RS 2. In the event the firm has no SPSF/sub consultant participation, the firm shall indicate this on the Form RS-2 by entering the word 'none' or the number 'zero' and the form shall be signed and submitted with the proposal.

12. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. The "Principal Place of Business" is defined as that principal place from which the trade or business of the Vendor is directed or managed.
13. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the City of Greenville will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
14. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract resulting from this solicitation that is awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the City of Greenville Purchasing Manager at the Greenville City Hall, 200 W. Fifth Street, Greenville, NC 27834. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
15. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
16. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the City of Greenville or MPO concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the City of Greenville or MPO directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of the City of Greenville or MPO, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.

17. **TABULATIONS**: Proposal tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx> or obtained from the City of Greenville Purchasing Office. Click on the IPS BIDS icon, click on Search for Bid, enter the proposal number, and then search. Tabulations will normally be available at this website not later than one working day after the proposal opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
18. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <https://www.ips.state.nc.us/>.
19. **WITHDRAWAL OF PROPOSAL**: a Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Purchasing Division of the City of Greenville..
20. **INFORMAL COMMENTS**: The City of Greenville, acting as the LPA and on the behalf of the MPO, shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the City of Greenville or MPO during the competitive process or after award. The City of Greenville is bound only by information provided in this RFP and in formal Addenda issued through IPS.
21. **COST FOR PROPOSAL PREPARATION**: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the City of Greenville will not reimburse any Vendor for any costs incurred prior to award.
22. **VENDOR'S REPRESENTATIVE**: Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
23. **SUBCONTRACTING**: Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Vendor itself.
24. **INSPECTION AT VENDOR'S SITE**: The City of Greenville reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the City of Greenville, acting as the LPA and on the behalf of the MPO, determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, the City of Greenville, acting as the LPA and on the behalf of the MPO, shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of the City of Greenville and/or MPO, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to the City of Greenville or MPO for damages sustained by the City of Greenville or MPO by virtue of any breach of this contract, and the City of Greenville may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the City of Greenville or MPO from such breach can be determined. The City of Greenville reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the City of Greenville or MPO.

In case of default by the Vendor, the City of Greenville may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under this contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the City of Greenville or MPO may immediately cease doing business with the Vendor, immediately terminate this contract for cause, and may act to debar the Vendor from doing future business with the City of Greenville.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the Contract Lead at once, indicating the specific regulation which required such alterations. The City of Greenville and/or MPO reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
 - a. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees)

unless required by the North Carolina Department of Revenue.

5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
9. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the City of Greenville and/or MPO, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
10. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the City of Greenville and/or MPO as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the City of Greenville or MPO is willing to act as a reference by providing factual information directly to other prospective customers.
11. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the contract lead, City of Greenville Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
12. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the City of Greenville may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the City of Greenville to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the City of Greenville may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

Vendor shall maintain at its own expense:

1. **Commercial General Liability Insurance** in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured.
2. **Professional Liability insurance** in an amount not less than \$1,000,000 per occurrence – if providing professional services;
3. **Workers Compensation Insurance** as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit;
4. **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.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

- 14. GENERAL INDEMNITY:** The Vendor shall hold and save the City of Greenville and/or MPO, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the City of Greenville has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the City of Greenville or MPO's agents who are involved in the delivery or processing of Vendor goods or services to the City of Greenville and/or MPO. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

- 15. INDEPENDENT CONTRACTOR:** Vendor shall be considered to be an independent contractor and as

such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the City of Greenville or MPO.

16. **KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the City of Greenville's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP and persons identified in Vendor's proposal.
17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of the City of Greenville's assigned Contract Administrator. Unless otherwise indicated, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 20 of Attachment A: Instructions to Vendor.
18. **TERMINATION FOR CONVENIENCE:** The City of Greenville may terminate this contract at any time by providing 90 days' notice in writing from the City of Greenville to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the City of Greenville, become its property. If the contract is terminated by the City of Greenville as provided in this section, the City of Greenville shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.
19. **CONFIDENTIALITY:** Any City of Greenville and/or MPO information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the City of Greenville and/or MPO.
20. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by the City of Greenville and/or MPO for use in connection with the performance of this contract or purchased by or for the City of Greenville and/or MPO for this contract, and Vendor will reimburse the City of Greenville for loss or damage of such property while in Vendor's custody.
21. **PROPERTY RIGHTS:** All deliverable items and materials produced for or as a result of this contract shall become the property of the City of Greenville and MPO, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the City of Greenville and MPO; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants the City of Greenville and MPO a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.
22. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to the City of Greenville in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a City of Greenville contract to a location outside of the United States.

23. COMPLIANCE WITH LAWS: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

24. ENTIRE AGREEMENT: This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda thereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

25. AMENDMENTS: This contract may be amended only by a written amendment duly executed by the City of Greenville, as the LPA and on the behalf of the MPO, and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

26. WAIVER: The failure to enforce or the waiver by the City of Greenville of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

27. FORCE MAJEURE: 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 as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

28. SOVEREIGN IMMUNITY: Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the City of Greenville under applicable law.

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ATTACHMENT C: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The City of Greenville will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States? YES NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the City of Greenville, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States YES NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:

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[This Attachment may be modified or deleted]

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:



Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT E: CITY OF GREENVILLE MWBE FORM PACK

Instructions

The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

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

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

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

Sub-Service Provider Utilization Commitment

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

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

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to sub-consultants. 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 subconsultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*

Check box to indicate documentation is attached.

- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.

Check box to indicate documentation is attached.

- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final subconsultant is not MWBE).**

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

Date: _____

Name & Title of Authorized
Representative _____

Signature of Authorized
Representative _____

Sub-Service Provider Utilization Commitment

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

We _____, do certify that on the
 (Company Name)
 _____ (Project) we will expend a minimum of _____% of the
 total dollar amount of the contract with certified **MBE** firms and a minimum of _____% of the
 total dollar amount of the work with **WBE**.

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

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**),

Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

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

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

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

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

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

\$ _____

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

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

\$ _____

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

Increase Decrease No Change

Name of subconsultant: _____

Service provided: _____

Proposed Action:

___ Replace subconsultant

___ Perform work in-house

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

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

___ The listed MBE/WBE is bankrupt or insolvent.

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

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

If replacing subconsultant:

Name of replacement subconsultant: _____

Is the subconsultant a certified MWBE ? Yes No

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

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Other Proposed Action:

Increase total dollar amount of work subconsultant* Add as an additional

Decrease total dollar amount of work Other

Please describe reason for requested action: _____

**If adding additional subconsultant:*

Is the subconsultant a certified MWBE? Yes No

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

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

Pay Application No. _____
 Purchase Order No. _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Service Provider: _____

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

Requested Payment Amount for this Period: \$_____

Is this the final payment? ___Yes ___No

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 G: NCDOT FORM RS-2

**PRIME CONSULTANT
TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY
RACE AND GENDER NEUTRAL**

TIP No. and/or Type of Work (Limited Services)

(Consultant/Firm Name and Federal Tax Id)

<i>SERVICE / ITEM DESCRIPTION</i>		<i>Anticipated Utilization</i>
TOTAL UTILIZATION:		
RECOMMENDED BY:		
CONSULTANT:		
*BY:		
TITLE:		<input type="text"/>
SPSF Status:	Yes <input type="checkbox"/>	No <input type="checkbox"/>

“PRIME CONCONSULTANT” (FORM RS-2) RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

1. Complete a Prime Consultant Form RS-2 for the prime consultant firm.
2. Insert TIP Number and /or Type of Work (Limited Services)
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Enter Service/Item Description – describe work to be performed by the Prime Firm
5. Enter Anticipated Utilization – Insert dollar value or percent of work to the Prime Firm
6. *Signature of the Prime Consultant **is required** on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
7. Complete “SPSF Status” section - Check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

ATTACHMENT H: CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, ETC...

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 49CFR, Part 29)

I hereby certify that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into contract by any federal agency, or any department, agency, or political subdivision of any State and will immediately notify the City of Greenville and the Greenville Urban Area MPO of any such actions.

Name of Consultant / Firm _____

By: _____ Date _____
Signature of Authorized Representative

Title: _____

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled * Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

<http://www.gpo.gov/fdsys/granule/CFR-2004-title49-vol1/CFR-2004-title49-vol1-part29/content-detail.html>

ATTACHMENT I: CERTIFICATION OF CONFLICT OF INTERESTS

**CONFLICT OF INTEREST CERTIFICATION FOR
CONSULTANTS/CONTRACTORS**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the MPO, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the MPO should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

For purposes of determining any possible conflict of interest, all firms, must disclose if any Greenville Urban Area Metropolitan Planning Organization Board Members, Employee(s), Advisory Committee Member(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a MPO employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes _____ No _____

Name(s) _____ Position(s) _____

Name(s)	Position(s)

I realize that violation of the above mentioned standards could result in the termination of my work for the City of Greenville and the MPO.

DATE: _____ SIGNATURE: _____

Company: _____ NAME: _____
(Typed or Printed)

Address: _____ TITLE: _____

PHONE NO: _____ E-MA _____

ATTACHMENT J: NCDOT VENDOR REGISTRATION FORM, W-9

SUBSTITUTE FORM W-9

VENDOR REGISTRATION FORM NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

BUSINESS DESIGNATION: INDIVIDUAL (use Social Security No.) SOLE PROPRIETER (use SS No. or Fed ID No.)
 CORPORATION (use Federal ID No.) PARTNERSHIP (use Federal ID No.)
 ESTATE/TRUST (use Federal ID no.) STATE OR LOCAL GOV'T. (use Federal ID No.)
 OTHER / SPECIFY _____

SOCIAL SECURITY NO. _____ - _____ - _____ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. _____ - _____ - _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____
CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (Prefer Not To Answer, African American, Native American, Caucasian American, Asian American, Hispanic American, Asian-Indian American, Other: _____)

What is your firm's gender? (Prefer Not to Answer, Male, Female) Disabled-Owned Business? (Prefer Not to Answer, Yes, No)

IRS Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

NAME (Print or Type) _____

TITLE (Print or Type) _____

SIGNATURE _____

DATE _____

PHONE NUMBER _____

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation
Fiscal/Commercial Accounts
1514 Mail Service Center
Raleigh, North Carolina 27699-1514

PHONE (919) 733-3624 FAX (919) 715-3700