

REQUEST FOR PROPOSAL

FIXED ROUTE AUTOMATED VEHICLE LOCATION AND REAL TIME PASSENGER INFORMATION SYSTEMS



RFP# 20-21-17

PROPOSAL DUE DATE: MARCH 9, 2021

**CITY OF GREENVILLE
PUBLIC WORKS
600 S PITT STREET
GREENVILLE, NC 27834**

CONTACT PERSON:

**RYAN MAYERS
TRANSIT MANAGER
252.329.4047
RMAYERS@GREENVILLENC.GOV**

1.0 Project Overview: The GREAT Bus System and the G.K. Butterfield Transportation Center

The City of Greenville operates a mass transit bus system called Greenville Area Transit or GREAT that serves the greater Greenville area. GREAT operates out of the Butterfield Transportation Center, a centrally located transfer facility where all local and regional transportation services can connect. The GREAT bus system, Pitt Area Transit (PATs), and Greyhound each utilize the facility for connections along with taxis and the Amtrak Connector. Airport, medical, and hotel shuttles could also locate there with future rail service also a possibility.

The Center provides a covered transfer facility with seating, restrooms and more, giving people a choice of transportation options to fit their needs and meet the needs of our growing population for the next 20-30 years.

2.0 Project Scope

GREAT Bus Transit requires an Automated Vehicle Location and a Real Time Passenger Information System that includes a Web-based application available to passengers for departure and arrival estimates at stops throughout the service area. The system should also provide essential data on schedule adherence, breakdowns, and emergencies while integrating with in-vehicle peripherals and transit operation center message board. This system is to be designed for a Fixed Route and Trolley system only, as the Paratransit system will not be included.

The online Passenger Information Application must provide real time data (via text message, SMS, etc.) on the arrival and departure of transit vehicles. It must be Web browser/device agnostic with technology that conforms to industry standards. General use should not require account access. Data (e.g. departure/arrival estimation) should update seamlessly. Must also include an easy to understand map display depicting location of active transit vehicles. The integrated mapping component must be easy to use and update automatically at no cost to the City OR use the local, City of Greenville Geographic Information System (GIS) data sources.

GREAT Transit – Current System Information

Component	Quantity
Revenue Vehicles	13-16
Bus Stop Locations	282
Fixed Routes	6
Express Routes	N/A

3.0 Project Requirements

The proposed system must meet the following minimum requirements:

Operation:

1. Seamless update of transit vehicle location, departure/arrival estimation. The interval for data updates should be between 15 and 30 seconds. The reported locations must be accurate within 10 meters or less and shall be updated based on user defined intervals.
2. The system should provide alerts for all stops to allow users real-time information and allow alert subscription via device of choice (e.g. tablet, cell phone).
3. Management should be able to send status updates (via the alert system described above) to passengers whenever necessary due to weather related delays, construction, road closures, detours, et cetera that may lead to short term or long term route changes.
4. The application should be operational and available 24 hours a day, 7 days a week. The system solution should be cloud based. The system should be operational at least 99% of the time not including scheduled maintenance. Scheduled downtime for maintenance must be performed during non-operational hours/days (e.g. night-time, Sundays). The City must be notified of any unplanned downtime within 1 hour.
5. An integrated mapping component that updates automatically at no charge. Mapping will include road map, satellite imagery, and terrain with the ability for staff to provide City of Greenville's GIS data for routes, stops, and necessary local transit data.
6. Interactive map display with all transit vehicle locations enabled. The ability for end user to access more information on specific vehicles with ease (e.g. hover over icon to receive additional data in real time). The user should also have the ability to easily view vehicles serving a selected route and stops assigned to the route selected. A user should have the ability to enable all routes or select just one route with ease. Include the flexibility of additional icons for landmarks, etc. An integrated mapping component will provide configurable displays of the various layers to include streets, highways, points of interest, routes and vehicle data. The map interface shall allow the user to interact using navigational tools and view options such as Street, Satellite, and Terrain.
7. System should identify adherence to schedule for each route. The application shall provide live time predictions for each stop based on current traffic conditions.
8. Automatic passenger counts (APC). There should be onboard sensors on each bus to provide APC data. APC data should be transmitted via Wi-Fi upon route completion to the Transportation Center.
9. Provide a customer feedback mechanism for quality of services.

Staff should be able to direct the final product look and feel in regards to map details, colors and icons as well as other content and links available to the public. All options should easily integrate with the City of Greenville brand.

Data:

The system shall log all data coming from or going to the vehicles and activities initiated by the Transit office staff. This data shall be the property of the City of Greenville and available for use in real time or archived for reporting. City of Greenville data should be retained for at least 3 years. This data shall be accessible in a non-proprietary format according to NC GS 132-6.1.

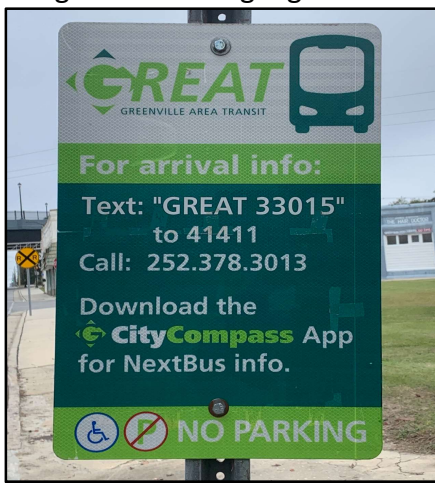
The data shall include but not be limited to:

- A. Vehicle
- B. Speed
- C. Driver identification data
- D. Vehicle location data
- E. Driver log-on/log-off
- F. Schedule adherence data
- G. Passenger count

A suitably rigorous and robust disaster recovery plan should be proposed in the event of catastrophic failure (such as accidental or malicious destruction of data, theft or destruction of equipment or facilities, etc.) which includes replacement of equipment and restoration of programs and data, with anticipated timeframes to restore full operation of the system.

Integration:

1. Evaluation of integration with “Clever Devices” component – the automatic voice announcement system. Clever Devices is utilized by an adjacent Transit system within the City of Greenville. The City is requesting only that integration be evaluated and a determination made on whether it is feasible.
2. Integration with signage at the Bus stops. Bus stop sign example below:



3. Integration with on-board surveillance cameras – The following are the model numbers for the recorders and DVR systems currently in the buses:
 - Verint mDVR 12SX(R22) Mobile Digital Video Recorder
 - Apollo RoadRunner HD High Definition Mobile Recorder
 - Digital Recorders DR600 Modular System
 - Digital Recorders DR700 Modular System
4. Integration with Daktronics Transit Center message board.
 - Unit Name: Galaxy AF-6700 8mm series
 - Model Number: AF-67X0-16x144-8-A-DF

Hardware:

1. All hardware components shall be new and use current, industry standard technology.
2. Detail if existing hardware currently used by Transit may be compliant with proposed system by providing separate descriptions/specifications of recommended hardware.
3. If provided with the install, hardware should be usable at the highest level without upgrade for at least three years. Any upgrade requirements within the three-year time frame should be at the vendor's expense.
4. Delivered hardware shall include all applicable engineering changes and field changes announced by the equipment manufacturer since it was produced.
5. Vehicle equipment shall be designed to withstand repeated exposure to inclement weather, vibration, under voltage/over voltage conditions, heat and humidity, and other conditions normally present on transit vehicles.
6. The Vendor is responsible for installing the required onboard equipment necessary to enable the ability to monitor the locations of all the vehicles. The vendor shall provide and install GPS units, antennas and all necessary connections required to monitor the locations of all the vehicles. The GPS units shall be parallel (dedicated channel) tracking receivers, capable of simultaneously tracking at least eight (8) GPS satellites in the best geometry for a position fix, and providing time signals to the vendor-provided on-board equipment or equivalent. The vendor will list the information the GPS units will collect and report.

4.0 Warranty

Bidders shall guarantee materials against latent and patent defects arising from faulty materials for a period of at least twelve months following the date of acceptance of materials without cost to the City. During warranty period, supplier shall replace or repair, free of charge. All items reported, that require onsite repair/replace technician shall be onsite within 24 hours (next Business Day) from the date/time of original notice of issue. Items of equipment or material must carry a manufacturer's guarantee for any period in excess of twelve months.

A proposed service level agreement should be included with the response.

5.0 Training

Vendor must provide installation and diagnostic training for staff to include equipment and software operation. The City must be adequately trained to begin using solution after vendor has finished installing and configuring. Please describe this initial training and provide a description of the type of support after installation provided to the agency. Remote support should provide assistance to address questions and issues with delivered solution with the option to have on-site assistance, if required.

6.0 Contract Term

Bids must include costs of installation plus three (3) years of service with the option to extend for up to three (3) years exercisable in one (1) year increments.

7.0 Evaluation Criteria

Proposals will be evaluated based upon the following criteria:

20%	Qualifications of Firm and Project Team/References
40%	Quality/Response to Requirements
10%	Cost
20%	Warranty/Training
10%	Time Schedule

8.0 Proposal Schedule

1. Communication in connection with this bid shall be in writing only and shall be limited during the period of advertisement to the formal submission of questions. **All such written questions shall be delivered by email to RMayers@greenvillenc.gov on or before February 16, 2021.** Telephone calls and other informal communication will not be permitted during the advertisement period in order to ensure fair competition among prospective vendors. Prospective vendors are encouraged to submit substantive questions, comments and concerns. **Questions will be posted on the City's website: <https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities> with final answers no later than February 16, 2021.**

Item	Date
Request for Proposal Published	02/02/2021
Question Submittal Deadline	02/16/2021
Answers to Questions Posted to website	02/23/2021
Proposals Due	03/09/2021
Short-Listed Vendor Interviews/Demos (Optional)	To Be Determined
Vendor Selection	Within 90 days of RFP Submission

9.0 Proposal Format and Requirements

The proposal shall, include a Table of Contents detailing sections and corresponding page numbers, and shall be on letter size (8 1/2" x 11") paper. Please use space saving binding of your proposals (no notebooks, please).

The following sections shall be included in the proposal:

1. Transmittal Letter and Vendor Questionnaire
 - The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The letter shall provide the name, mailing address, and telephone number of the Company along with the name, title, address, email address, and telephone number of the executive that has the authority to contract with the City. The letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services. All addenda must be acknowledged in this letter.
2. Firm Overview
 - Descriptive narrative of company background/history
 - Principal business location and any other service locations
 - Tenure in business
 - List agencies similar to the City of Greenville that use your products
3. Project Team
 - Provide experience/qualifications of key personnel that would be involved in this project
4. Proposed Project Description
 - **Identify the proposed solution to include but not limited to the requirements provided in the Project Requirements section including drawings, maps, etc.**

Additionally,

- Vendors shall include screen shots of map displays in the proposal. **(Operation)**
- Names of the manufacturers and specifications of all hardware included in the proposal. **(Operation)**
- The vendor shall provide the minimum conditions under which the on-board vehicle equipment operates (and will continue to operate for a minimum of 5 years), Mean-Time-Between-Failure (MTBF) as well as all applicable standards

that are met or exceeded. The conditions to be described include: operating voltages, operating temperature, humidity, shock, vibration and EMI/RFI.

(Operation)

- The vendor shall provide a description (functional, operational, features) of the hardware used for the operator to interface with the system (sign-on, messaging, etc.) **(Operation)**
- Describe how the GPS data is presented in real time and accessible from archives **(Data)**
- Describe the schedule validation tools available to improve schedules and route efficiency **(Data)**
- Identify your data communication requirements and the vendor used. Describe the proposed process for uploading/downloading data. **(Data)**
- Provide a proposed service level agreement **(Warranty)**

5. References

- Provide at least three (3) references with names, addresses, email addresses, and telephone numbers of similar projects installed

6. Time Schedule

- Provide a schedule on each phase of the proposed solution beginning with contract execution to date of operation. All onsite work shall be performed during the following hours: Monday through Friday 7am -5pm. All schedules must be approved before work may begin.

7. Pricing/Fees

- Provide an explanation of the total cost of the service(s) showing a breakdown by item. By item, includes but is not limited to hardware, software, labor, shipping and delivery, training, warranty, etc. Include all items necessary to render project complete and operational. Any travel costs shall be included in the implementation services. State any optional or alternative items not specifically required. Cost should be broken down by the first three years and then the per year cost for the optional years.

8. Completed Forms

10.0 Submission Requirements

Vendors should submit sealed proposals - one (1) original, plus one (1) electronic version (Flash Drive) of their proposals. All submittals should be clearly marked:

"RFP# 20-21-17 Fixed Route Automated Vehicle Location and Real Time Passenger Information Systems."

Both hard copy and electronic version must be received by the City on or before 4:00 PM EST on the RFP due date. Send proposals to the following mailing:

City of Greenville Transit Division
Attention: Ryan Mayers, Transit Manager
600 S Pitt St Greenville, NC
27835

Proposals received after the deadline will not be considered.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the City when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina law.

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself.

11.0 General Terms and Conditions

NON-DISCRIMINATION: The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

NON-COLLUSION: Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

PAYMENT TERMS: The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in US funds.

GOVERNING LAW: Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.

ACCEPTANCE/REJECTION OF PROPOSALS: The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all bids/proposals, and to award or not award a contract based on this proposal.

SERVICES PERFORMED: All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

INSURANCE: Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence – if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

APPLICABLE LAWS: By execution of this contract, seller represents that the services rendered by this contract are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend the City of Greenville against any loss, cost, liability or damage by reason of seller's violation of any laws. .

CANCELLATION: The City of Greenville reserves the right to cancel this agreement, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.

VERBAL AGREEMENT: The City will not be bound by any verbal agreements.

INDEPENDENT CONTRACTOR: It is mutually understood and agreed the seller is an independent contractor and not an agent of the City of Greenville, and as such, seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

GOVERNING LAW: All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.

E-VERIFY REQUIREMENTS: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

CONFLICT OF INTEREST: Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The City of Greenville has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, located in City Hall-200 W. Fifth Street Greenville, NC. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

MWBE PROGRAM: It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has

adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 2% Minority Business Enterprise (MBE) and 2% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible. Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4862.

TAXES: Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

WITHDRAWAL OF PROPOSALS: No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

IRAN DIVESTMENT ACT. Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

12.0 Special Conditions: Federal Requirements

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This section identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its subcontractors, if any, hereby represent and covenant that they are have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City of Greenville, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide City access to construction or other work sites pertaining to the work being completed under the contract.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. A Contractor's failure to do so shall constitute a material breach of the contract.

Termination for Convenience (General Provision)

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Equal Opportunity

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Procurement of Recovered Materials

Vendor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Vendor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Vendor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Vendor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or

- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Overview

It is the policy of the City of Greenville and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City of Greenville to:

- (1) Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- (2) Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
- (3) Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- (4) Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
- (5) Help remove barriers to the participation of DBEs in DOT assisted contracts;
- (6) To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- (7) Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The City of Greenville shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the City of Greenville may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the City of Greenville.

Contract Assurance

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City of Greenville deems appropriate.

DBE Participation

For the purpose of this Contract, the City of Greenville will accept only DBE's who are:

- (1) Certified, at the time of bid opening or proposal evaluation, by the NC Department of Transportation *or the Unified Certification Program (UCP)*; or
- (2) An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- (3) Certified by another agency approved by the City of Greenville.

DBE Participation Goal

The DBE participation goal for this Contract is set at 9.375%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 9.375%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

- (1) A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- (2) A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the City of Greenville.
- (3) An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
- (4) An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the City of Greenville will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City of Greenville will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- (1) Documented communication with the City of Greenville's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- (2) Pre-bid meeting attendance. At the pre-bid meeting, the City of Greenville generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
- (3) The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;

- (4) Written notification to DBE's encouraging participation in the proposed Contract; and
- (5) Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- (1) The names, addresses, and telephone numbers of DBE's that were contacted;
- (2) A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- (3) Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the City of Greenville that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the City of Greenville's DBE Liaison. The DBE Liaison will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City of Greenville will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the City of Greenville's prior written consent. The City of Greenville may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the City of Greenville in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The City of Greenville shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the City of Greenville that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the DBE Liaison and Project Manager. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The City of Greenville to have access to necessary records to examine information as the City of Greenville deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

- The authorized representative(s) of the City of Greenville, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in 49 C.F.R Section 26.11 Record Keeping Requirements.

Sanctions for Violations

If at any time the City of Greenville has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City of Greenville may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of 9.375% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of 9.375%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm



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No Change Affidavit

I, (insert name of DBE firm owner(s)) _____, swear (or affirm) that there have been no changes in (insert name of DBE firm) _____ circumstances affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR Part 26 and Part 23 and 13 CFR Part 121. I swear (or affirm) there have been no material changes in the information provided with (insert name of DBE firm) _____ application for certification, except for any changes about which I have provided written notice to (insert name of DOT recipient) _____ pursuant to 49 CFR § 26.83(i).

I declare that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified in 49 CFR § 26.5, without regard to my individual qualities. I further declare that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

Signature _____ Date _____

On this ___ day of _____, 20___, before me appeared (name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit and did state that he or she was properly authorized by (name of firm) _____, to execute the affidavit and did so as his or her free act and deed.

(SEAL/STAMP)

Notary Public _____ Commission Expires _____ 1 Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both.



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LETTER OF INTENT
Disadvantage Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name:
Address:
City: State: Zip:

DBE Firm: DBE Firm:
Address:
City: State: Zip:

DBE Contact Person: Name: Phone: ()

DBE Certifying Agency: Expiration Date:
Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:

- Prime Contractor Subcontractor Joint Venture Manufacturer Supplier

Table with 4 columns: Work item(s) to be performed by DBE, Description of Work Item, Quantity, Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ Percent of total contract: %

AFFIRMATION:

The above-named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: (Signature) (Title)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.



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Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation.* The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

CERTIFICATION REGARDING LOBBYING
(must be submitted with proposal if \$100K or more)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BUY AMERICA REQUIREMENTS (submit with Proposal)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. (Braun's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access. El Dorado's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access.)

A bidder or offeror must submit to the City of Greenville the appropriate Buy America certification (below) with all bids or offers, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

**ATTACHMENT A: SUPPLEMENTAL VENDOR INFORMATION (Submit with Proposal)
MWBE AND ELIGIBLE LOCAL BIDDERS**

Minority and Women Business Enterprises (MWBEs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of these categories. Also included are disabled business enterprises and non-profit work centers for the blind and severely disabled. Eligible Local Bidders consist of firms located within the Greenville city limits or ETJ that meet other criteria as outlined in Resolutions 031-15, 020-16.

Pursuant to G.S. 143-128.2, 143-48, 143-128.4, and the City of Greenville MWBE Plan along with Resolutions 031-15 and 020-16, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled business enterprises and non-profit work centers for the blind and severely disabled and local bidders. This includes utilizing subcontractors to perform the required functions in this solicitation.

Any questions concerning MWBE or Local Bidder status, contact the Financial Services Manager, [Denisha Harris](#), at 252.329.4862.

The Vendor shall respond to the questions below.

- a) Are you an MWBE firm? Yes No
- b) Are you certified with North Carolina as a Historically Underutilized Business (MWBE)?
Yes No
- c) Are you a local bidder? Yes No

Please provide complete *physical* address of firm:
