



## **Agenda**

### **Greenville City Council**

**November 22, 2021**

**6:00 PM**

**City Hall Council Chambers, 200 West 5th Street**

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Assistive listening devices are available upon request for meetings held in the Council Chambers. If an interpreter is needed for deaf or hearing impaired citizens, please call 252-329-4422 (voice) or 252-329-4060 (TDD) no later than two business days prior to the meeting.

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- I. Call Meeting To Order**
- II. Invocation - Mayor Connelly**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

- VII. Appointments**

- 1. Appointments to Boards and Commissions

**VIII. Consent Agenda**

2. Authorization to Apply for 2021 Assistance to Firefighters Grant
3. Approval to purchase replacement vehicles for the Fire/Rescue Department
4. Contract award to Communications International, Inc. for the purchase and installation of Public Safety P25 Subscriber Radios and Services
5. Resolution Authorizing Execution of Instruments Related to Development Agreement with Greenville Ventures NC, LLC
6. Various tax refunds greater than \$100
7. Budget Ordinance Amendment #4A to the 2021-22 City of Greenville Budget (Ordinance #21-035)

**IX. New Business**

**Public Hearings**

8. Public Hearing on Redistricting Plan Option B2

**Other Items of Business**

9. Discussion and Adoption of Revised Council Electoral Districts
10. Presentation on HB 890 Entitled An Act to Make Various Changes to Alcoholic Beverage Control Commission Laws

**X. City Manager's Report**

**XI. Comments from Mayor and City Council**

**XII. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 11/22/2021

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**Title of Item:** Appointments to Boards and Commissions

**Explanation:** City Council appointments need to be made to the Board of Adjustment, Housing Authority, Human Relations Council, Multimodal Transportation Commission, Pitt-Greenville Convention & Visitors Authority, Police Community Relations Committee, Recreation and Parks Commission and Youth Council.

The City Council updated the Boards and Commission Policy on October 9, 2017 to include a provision for extended vacancies: Nominations for Extended Vacancies "In the event there is a vacancy on a City board or commissions which has been on the City Council agenda for appointment by City Council for more than three (3) calendar months in which a regular City Council meeting has been held, then any Council Member may make a nomination to fill the vacancy without regard to any other provision relating to who has the authority to make the nomination. If there is more than one nomination, the appointment shall be conducted in accordance with the procedure for nomination and elections in Robert's Rules of Order." Under this provision, the following seats are open to nominations from the City Council: 2 seats on the Youth Council

**Fiscal Note:** No direct fiscal impact.

**Recommendation:** Make appointments to the Board of Adjustment, Housing Authority, Human Relations Council, Multimodal Transportation Commission, Pitt-Greenville Convention & Visitors Authority, Police Community Relations Committee, Recreation and Parks Commission and Youth Council.

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## ATTACHMENTS

 [November 2021 Appointments to Boards and Commissions.pdf](#)

# Appointments to Boards and Commissions

November 2021

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## Board of Adjustment

**Council Liaison:** Council Member Brian Meyerhoeffer

Name	District #	Current Term	Reappointment Status	Expiration Date
Michael Glenn		Second	Resigned	June 2022

*(Council Member Bell)*

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## Housing Authority

**Council Liaison:** Council Member Monica Daniels

Name	District #	Current Term	Reappointment Status	Expiration Date
Sterling Edmonds	4	Third term	Ineligible	May 2021

*(Council Member Litchfield)*

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## Human Relations Council

**Council Liaison:** Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Francisco Limon	5	Filling unexpired term	Eligible	September 2021
LaQuon Rogers	County	Filling unexpired term	Eligible	September 2021
Antonio Milton	5	First term	Eligible	September 2021
Olive Barrett	5	Second term	Ineligible	September 2021
Trisha Vu	5	First term	Resigned	September 2023
James Cox	4	First term	Resigned	September 2021
Montez Bishop	5	First term	Resigned	September 2022

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Deborah Sheppard	5	First term	Resigned	September 2023
Mark Rasdorf	4	First term	Resigned	September 2022

### Multimodal Transportation Commission

**Council Liaison:** Council Member Monica Daniels

Name	District #	Current Term	Reappointment Status	Expiration Date
Jessica Harley	3	First term	Resigned	January 2023

### Pitt-Greenville Convention and Visitors Authority

**Council Liaison:** Council Member Brian Meyerhoeffer

Name	District #	Current Term	Reappointment Status	Expiration Date
Austin Hill	1	First term	Resigned	July 2022

### Police Community Relations Committee

**Council Liaison:** Council Member Monica Daniels

Name	District #	Current Term	Reappointment Status	Expiration Date
Carol Naipaul	2	Filling unexpired term	Resigned	October 2023
<i>(Mayor Pro-Tem Glover)</i>				
Carol Ann Bass	5	Second term	Expired	October 2021
<i>(Council Member Litchfield)</i>				
Louis Warren	At-Large	Second term	Expired	October 2021
<i>(Council Member At-Large Meyerhoeffer)</i>				

## Recreation and Parks Commission

**Council Liaison:** Council Member Monica Daniels

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Kristian Williams <i>(Mayor Pro-Tem Glover)</i>	5	First term	Resigned	May 2023

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## Youth Council

**Council Liaison:** Mayor Pro-Tem Rose Glover

<b>Name</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Olivia Chiancone	First term	Eligible	September 2021
Mabre Dawson	First term	Eligible	September 2021
Jamia Galloway	First term	Eligible	September 2021
Asia Gorham	First term	Eligible	September 2021
Diego Lorenzo	First term	Eligible	September 2021
Lexi Karaivanova	First term	Eligible	September 2021
DyQuan Bunns	Filling unexpired term	Eligible	September 2021
Heather Lee	Filling unexpired term	Eligible	September 2021
Olivia Thorn	Filling unexpired term	Eligible	September 2021

2 spots open

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Seats that are open to nominations from the City Council are highlighted.

# Applicants for Board of Adjustment

Joel Sweeney  
3440 Briarcliff Drive Apt I  
Greenville, NC 27834

**Application Date:** 09/08/2021

**Home Phone:** (319) 327-2152

**Business Phone:**

**Email:** [joel.sweeney@overtongroup.net](mailto:joel.sweeney@overtongroup.net)

**District #:** 1

Najiyyah Lewis  
3160 Ruth Court  
Greenville, NC 27834

**Application Date:** 12/16/2020

**Home Phone:** (252) 561-5590

**Business Phone:**

**Email:** [covington\\_najiyyah@yahoo.com](mailto:covington_najiyyah@yahoo.com)

**District #:** 2

# Applicants for Housing Authority

Gary L. Davis  
821 Knoll Circle  
Greenville, NC 27858

**Application Date:** 9/6/2021

**Home Phone:** (252) 916-3295

**Business Phone:**

**District #:** 4

**Email:** davisg13@outlook.com



# Applicants for Human Relations Council

Mayee Zhu  
208 South Elm Street Apt. 201  
Greenville, NC 27858

**Application Date:** 9/27/2021

**Home Phone:** (252) 717-4321  
**Business Phone:**

**District #:** 3

**Email:** mayeezhu@gmail.com

Liz Liles  
2113 Southview Dr  
Greenville, NC 27858

**Application Date:** 7/18/2021

**Home Phone:** (252) 375-9712  
**Business Phone:** (252) 295-7517

**District #:** 4

**Email:** [liz@daughtersofworth.org](mailto:liz@daughtersofworth.org)

Reginald Watson  
211 Pin Oak Court  
Greenville, NC 27834

**Application Date:** 7/27/2020

**Home Phone:** (252) 355-3380  
**Business Phone:** (252) 328-6684

**District #:** 5

**Email:** waston@ecu.edu

Tyrone Walston  
2706 Webb Street  
Greenville, NC 27834

**Application Date:** 12/1/2019

**Home Phone:** (252) 412-7351  
**Business Phone:** (252) 752-6154

**District #:** 2

**Email:** walston.tyone@gmail.com

# Applicants for Multimodal Transportation Commission

Arcina D. Dixon  
4016 Dublin Road  
Winterville, NC 28590

**Application Date:** 12/16/2019

**Home Phone:** (252) 227-8556

**Business Phone:**

**District #:** 5

**Email:** [dixona73@gmail.com](mailto:dixona73@gmail.com)

# Applicants for Pitt-Greenville Convention and Visitors Authority

Ashlin Brett Morgan  
1909 Covington Way Unit 203  
Greenville, NC 27858

**Application Date:** 11/8/2021

**Home Phone:** (252) 561-6766

**Business Phone:** (252) 317-1503

**District #:** 4

**Email:** [brett@higreevillenc.com](mailto:brett@higreevillenc.com)

# Applicants for Police Community Relations Committee

Diane Kulik  
122 Fort Sumter Drive  
Greenville, NC 27858

**Application Date:** 2/17/2014

**Home Phone:** (252) 353-6405

**Business Phone:**

**District #:** 4

**Email:** ldkulik@suddenlink.net

# Applicants for Recreation and Parks Commission

Joel Sweeney  
3440 Briarcliff Drive Apt I  
Greenville, NC 27834

**Application Date:** 09/08/2021

**Home Phone:** (319) 327-2152  
**Business Phone:**

**District #:** 1

**Email:** joel.sweeney@overtongroup.net

Betsy Byma  
1903 Tottenham Ct  
Winterville, NC 28590

**Application Date:** 1/11/2021

**Home Phone:** (607) 745-7661  
**Business Phone:**

**District #:** 5

**Email:** [betsy.k.byma@gmail.com](mailto:betsy.k.byma@gmail.com)

Najiyah Lewis  
3160 Ruth Court  
Greenville, NC 27834

**Application Date:** 12/16/2020

**Home Phone:** (252) 561-5590  
**Business Phone:**

**District #:** 2

**Email:** Covington\_najiyah@yahoo.com

Tamilla Wiggins  
101 F. West Victoria  
Greenville, NC 27834

**Application Date:** 9/16/2020

**Home Phone:** (252) 258-8580  
**Business Phone:**

**District #:** 5

**Email:** tamillawiggins@yahoo.com

John Ashby  
3903 A Elkin Ridge Drive  
Greenville, NC 27858

**Application Date:** 02/5/2020

**Home Phone:** (252) 714-7614  
**Business Phone:** (252) 296-1200

**District #:** 4

**Email:** john1993ashby@gmail.com

# Applicants for Youth Council

George Hup  
J. H. Rose High School

**Application Date:** 9/16/2021

Morgan Worsley  
D. H. Conley High School

**Application Date:** 9/27/2021



City of Greenville,  
North Carolina

Meeting Date: 11/22/2021

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- Title of Item:** Authorization to Apply for 2021 Assistance to Firefighters Grant
- Explanation:** The Federal Emergency Management Agency provides Federal funding opportunities each year to purchase firefighting equipment for fire departments across the country. Greenville Fire/Rescue requests to apply for grant funding to replace 30 firefighting Self-Contained Breathing Apparatus (SCBA) units that are older than 10 years of age and are non-repairable.
- Fiscal Note:** The proposed grant total is \$302,703.00, and the 90% AFG award would be \$272,432.70. The City of Greenville's 10% grant match would be \$30,270.30. Current budgeted funds that would otherwise be used for repairs on existing equipment would be utilized for the match upon successful award of the grant.
- Recommendation:** Staff recommends City Council approve the request to apply for the 2021 AFG process for Firefighting Self-Contained Breathing Apparatus.
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# City of Greenville, North Carolina

Meeting Date: 11/22/2021

**Title of Item:** Approval to purchase replacement vehicles for the Fire/Rescue Department

**Explanation:** The Public Works Department is requesting approval to purchase the following three (3) items at a cost of \$1,125,619 as they have met the replacement criteria set by the City Replacement program. These items will be purchased thru the following contract:

H-GACBuy Contract # AM10-20:

- (1) 2022 Ford E-450 Wheeled Coach Ambulance – Replacing #7078
- (1) 2022 Ford E-450 Wheeled Coach Ambulance – Replacing #8048
- (1) 2022 Ford E-450 Wheeled Coach Ambulance – Replacing #8094

The purchase of a single ambulance via the Houston Galveston will cost the City approximately \$379,423. This is a 9% increase over the purchase price from June 2021. The purchase of multiple ambulances - three - will reduce the average cost to \$375,206 per ambulance.

**Fiscal Note:** Funding for these purchases will come from the Vehicle Replacement Fund (VRF).

**Recommendation:** City Council approve the purchase of the three (3) vehicles as listed using the Vehicle Replacement Fund (VRF).

## ATTACHMENTS

-  [Greenville Fire Rescue WC Proposal 1 2 or 3 units w Equipment - 11-9-2021.pdf](#)
-  [HGAC Worksheet.pdf](#)





Michael Guzman  
Vice President, Sales  
Ambulance Division  
Tel. (855) 369-0911  
mguzman@atlanticemergency.com

City of Greenville  
1500 Beatty Street  
Greenville, NC 27834

Tuesday, November 9, 2021

Atlantic Emergency Solutions, the North Carolina dealer for Wheeled Coach Emergency Vehicles, is pleased to present you with pricing regarding your request for 2022 Ford E450 Ambulance(s).

The prices to customize and manufacture the truck to match as close as possible to your current Road Rescue ambulances are as follows:

**Total cost for (1) unit: \$379,756 --- Includes \$1,000 HGAC contract fee**  
**Total cost for (2) units: \$752,437 --- \$376,219 price per unit --- Includes \$1,000 HGAC contract fee**  
**Total cost for (3) units: \$1,125,619 --- \$375,206 price per unit --- Includes \$1,000 HGAC contract fee**

**Factory Pickup and Transportation**

Wheeled Coach will drive new unit(s) from Road Rescue to Fayetteville Service facility after final inspection.

**Dealer Pre-Delivery Inspection**

Fayetteville service center will perform a pre-delivery inspection after delivery from the Wheeled Coach factory.

**Delivery**

Greenville will take delivery of unit(s) from Fayetteville Service Center after pre-delivery inspection is completed.

**Fuel and Tags**

Atlantic will ensure the unit(s) has a full tank of fuel and a temporary tag.

**Pre-Construction Meeting**

A pre-construction meeting will take place in Greenville, NC at customer's convenience.

**Inspection Trips Include**

(1) Final inspection trip to Winter Park, Florida for (4) department personnel.

**The price includes the following discounts:**

2022 Ford E450 GPC Discount of \$6,888 per unit

**The price includes the following Equipment:**

*Stryker Power Pro XT with Customer specified option*

*NO SMOKE direct source capture diesel exhaust removal system, installed in Greenville, NC*

Qty. Per	Item #	Description
1	C-MM-218	Havis - DEVMT,MNTR,ADPTR,PAN-600
1	PKG-KB-206	PKG-KB-206 - Havis Rugged Keyboard with Integrated Touchpad (Lite) with Keyboard Mount System (Rugged Depot)
1	C-MD-302	Havis - PKG,ACTADP,HDM,SLIDE,TS,SP
1	C-HDM-134	Havis - BASE,VMT,HDM,FXADP,PLT,1H
1	DS-PAN-701	Havis - DEVMT,DOCKST,PAN,FM-G1
1	CF-AA5713AM	CF-AA5713AM Panasonic AC Adapter MIL-STD-461F (3-prong) All TOUGHBOOK Models
2	44311	44311 / Streamlight / Vulcan 180 Standard System - 120V/100V AC AC/12V DC, includes quick release shoulder strap - Orange - Div 2
1	FA868A100	Ferno - Zoll X Mount, Swivel, Base Only
1	FA868A151	Ferno - Zoll X Mount, Swivel, Adapter Only
2	X8814025305A04	X8814025305A04, NFPA 2018 X3Pro 4.5 frame only, quick connect regulator with Rectus connector, UEBS (Rectus connector), SEMSII PRO, NO CYLINDER OR MASK
2	804721-01	804721-01 - Scott - 4.5 30-minute carbon cylinder and CGA valve
2	201215-28	201215-28, AV3000HT medium with 4-point harness and comms bracket
1	601-2231411-01	601-2231411-01 X Series <sup>®</sup> Manual Monitor/Defibrillator

**Estimated delivery time:** 8-10 months from receipt of purchase order and chassis availability.

**This proposal is valid until 11-30-2021**



Michael Guzman  
Vice President, Sales  
Ambulance Division  
Tel. (855) 369-0911  
mguzman@atlanticemergency.com

Since the beginning in 1973, Wheeled Coach has kept its eye on the future; always working with customers to improve upon today's ambulances and rescue vehicles. The goal has been to make emergency vehicles safer for both patient and crew, and at the same time, make them more efficient.

Located in Winter Park, Florida, Wheeled Coach offers a diverse product line, allowing for unique and custom ambulance configurations. Being an ISO 9001 certified ambulance manufacture, Wheeled Coach prides itself on safety, innovation and maintenance.

At Atlantic Emergency Solutions we have built an internal and external infrastructure capable of meeting the diverse needs of our customers. With (18) Service Centers, (1) Collision and Paint Center, over (125) Service Technicians and over (25+) fully stocked Service Vehicles located throughout Delaware, Kentucky, Ohio, Maryland, North Carolina, Pennsylvania, South Carolina, Virginia and West Virginia, our service is unmatched. It is our mission to not only make the duration of your emergency vehicle a pleasant experience, but to assist in any way possible.

Atlantic Emergency Solutions has invested heavily in providing warranty, routine and emergency service to its customers in NC. Atlantic Emergency Solutions views the acquisition of custom ambulances by one of our customers not merely a purchase but an investment. This investment needs to be protected with best in local service!

Should you have any additional questions regarding any information in this proposal, please do not hesitate to call or email at the below contact information.

I look forward to the opportunity of continuing the working relationship with the members of the Greenville Fire / EMS and all those involved in the fire and emergency field.

Thank you!

Michael F. Guzman

A handwritten signature in black ink that reads "Michael F. Guzman".

VP of Ambulance Sales



City of Greenville  
 1500 Beatty Street  
 Greenville, NC 27834

City of Greenville Public Works Department  
 John Stepps  
 1500 Beatty Street  
 Greenville, NC 27834  
 252-329-4664

Exp. Date: 12/08/2021  
 Quote No: 10325-0001  
 11/09/2021 00:13:53

PART NO	S	DESCRIPTION	QTY	ID
		<b>== WC-Wheeled Coach Boilerplate - 1.016 10/28/21 ==</b>	<b>1</b>	<b>REV</b>
		<b>ORDER COORDINATOR</b>	<b>1</b>	<b>REV</b>
00-00-0015		Order Coordinator - Factory to assign	1	REV
		<b>INFORMATION</b>	<b>1</b>	<b>REV</b>
00-01-4001		Houston-Galveston Area Council (HGAC)	1	REV
		<b>WARRANTY</b>	<b>1</b>	<b>REV</b>
00-02-8710		WC, Warranty, Conversion, 12 Month	1	REV
00-02-8720		WC, Warranty, Paint, 60 month Prorated, Standard	1	REV
00-02-8730		WC, Warranty, Structural, 20 Years, Std., Mods	1	REV
00-02-8740		WC, Warranty, Limited Electrical	1	REV
00-02-8750		WC, Warranty, Cabinet Construction	1	REV
		<b>== WC-Type 3 165-170 Module - 1.016 10/28/21 ==</b>	<b>1</b>	<b>REV</b>
		<b>CERTIFICATIONS REQUIRED</b>	<b>1</b>	<b>REV</b>
00-05-0050	<	This unit built in accordance with KKK-A-1822-F in effect on	1	REV
00-05-0125	>	MD, This unit built in accordance with CAAS GVS 2.0 Cabinet Requirements	1	REV
		<b>01- CHASSIS REQUIREMENTS</b>	<b>1</b>	<b>REV</b>
		<b>FORD CHASSIS</b>	<b>1</b>	<b>REV</b>
01-01-2116	< >	WC, 2023 Ford E450, 7.3L Gasoline, Cutaway, 158" WB 2023-1	1	REV
01-02-0100		Domestic Chassis	1	REV
		<b>ALTERNATORS</b>	<b>1</b>	<b>REV</b>
01-03-1001		Alternator - Standard OEM	1	REV
		<b>SUSPENSION</b>	<b>1</b>	<b>REV</b>
01-07-3001		Rear Suspension, OEM Springs	1	REV
		<b>HIGH IDLE</b>	<b>1</b>	<b>REV</b>
01-13-1675		High Idle Controls, OEM	1	REV
		<b>FRONT END ALIGNMENT</b>	<b>1</b>	<b>REV</b>
01-17-7501		Front End Alignment, None- QC Check -Standard	1	REV
		<b>CAB EXTERIOR OPTIONS</b>	<b>1</b>	<b>REV</b>
		<b>OUTSIDE REAR VIEW MIRRORS</b>	<b>1</b>	<b>REV</b>
01-20-0105		Mirrors, Sail Mount, OEM Mirrors	1	REV
01-21-4455	< >	MD, Cab Seats, Re-upholster, Gunmetal Gray, Outside Vendor	1	REV
01-22-6585	>	MD, Anti-Theft Device, Idle Lock, Intermotive, Ford E Series 2020+	1	REV
		<b>WHEEL COVERS</b>	<b>1</b>	<b>REV</b>
01-24-2105	<	MD, Wheel Covers, Phoenix #NF12, Installed, E-Series,	1	REV
		<b>BASE CONVERSION</b>	<b>1</b>	<b>REV</b>
01-45-0365		MD, Conversion, Type III, 170 Module, Ford 21-4	1	REV
		<b>CAB EXTENSION</b>	<b>1</b>	<b>REV</b>
02-01-2013	>	MD, 6" Cab Extension	1	REV

PART NO	S	DESCRIPTION	QTY	ID
<b>MODULE BODIES:</b>			<b>1</b>	<b>REV</b>
02-01-2122		MD, Interior Headroom, 72 Inches	1	REV
02-01-3122	<	MD, Module, Type 3. 170" Body Length, Duraseam Doors,	1	REV
02-01-3152		MD, Body Width 95" Standard	1	REV
02-01-9565	< >	MD, Aisle Space, 50", Type 3	1	REV
<b>STRUCTURAL FRAMING - RFP</b>			<b>1</b>	<b>REV</b>
03-01-1505		MD, Type 3, General Body Construction Spec	1	REV
03-01-1507		MD, Type 3, Vehicle Body Structure Spec	1	REV
<b>UNDERCOATING</b>			<b>1</b>	<b>REV</b>
03-02-0222		MD, Undercoating, Per Qvm, Type 1 & 3	1	REV
<b>EXTERIOR MODULE CONSTRUCTION</b>			<b>1</b>	<b>REV</b>
03-03-1042	>	MD, Stone Guard, Front, Diamond Plate, Type 3, Standard Height	1	REV
<b>DROP SKIRTS</b>			<b>1</b>	<b>REV</b>
03-03-2519	S < >	MD, Drop Skirt Curbside forward 3" for Sliding CS Door	1	REV
<b>FUEL FILLS &amp; SPLASH PLATE</b>			<b>1</b>	<b>REV</b>
03-03-8033		MD, Housing Fuel Fill, Cast Aluminum, Type III	1	REV
<b>REAR KICKPLATE</b>			<b>1</b>	<b>REV</b>
03-03-9066		WC, Rear Kick plate, Under-Ride Bumper, w/ Tag recess, No lights	1	REV
<b>SUB-FLOOR SYSTEM</b>			<b>1</b>	<b>REV</b>
03-04-0167	>	MD, Floor, Interior, Non Wood, Thermolite, Type 3/9	1	REV
<b>MODULE ENTRANCE</b>			<b>1</b>	<b>REV</b>
03-05-0200		MD, Module Access, CS Door standard location	1	REV
03-05-SR01	X <	MD, Placards for Ambulance Truck Number	2	
<b>MODULE DOORS, HANDLES &amp; HOLD OPENS</b>			<b>1</b>	<b>REV</b>
03-06-0117	<	WC, Duraseam Hinged Rear Doors with Hidden Jambs & Sliding Side entry door	1	REV
03-06-0122	S < >	MD, Curbside Entry Door, Sliding ILO Hinged, Trimark Paddle	1	REV
03-06-01SR	X <	MD, Pocket Handle on Sliding Side Entry Door	1	
03-06-0713	< >	MD, Hold Open Rear Entry Doors, (2) 5.5" Cast Grabber	1	REV
03-06-0817	<	MD, Hold Open - Gas Strut, Curb Side Entry Door, 35#	1	REV
03-06-1047	>	WC, Rear Entry Door Trailing Latch, Side release Paddle	1	REV
03-06-1049	S <	WC, Rear Entry Door Handles, Trimark Logo Chrome/Black(interior relocated to Top)	1	REV
03-06-4202		MD, Electrical Feed to Required Doors, Curly Cord w/Compression fitting	1	REV
<b>POWER DOOR LOCKS</b>			<b>1</b>	<b>REV</b>
<b>POWER DOOR LOCKS</b>			<b>1</b>	<b>REV</b>
03-06-6120	< >	WC, Power Door Lock, Trimark, Each Entry Door	2	REV
03-06-6121	< >	WC, Power Door Lock, Trimark, Each Compartment Door	6	REV
03-06-6130	< >	MD, Switch, Momentary Rocker, Activate Power Door Locks	2	REV
03-06-6134	< >	MD, Switch, Remote Stealth, Cab/Mod Doors	1	REV
03-06-6137	< >	MD, Relay Control Circuit, Power Door Locks	1	REV
03-06-6140		MD, Circuit, OEM Door Lock to activate Mod Doors	1	REV
<b>ENTRY DOOR INNER PANELS</b>			<b>1</b>	<b>REV</b>
03-06-7232	S < >	MD, Entry Panels, Durasafe, Stainless Steel, w/ Center Chevrons, (pick color)	1	REV
<b>SIDE DOOR STEP</b>			<b>1</b>	<b>REV</b>
03-08-2111	S	MD, Side Entry Step Well, Increased Depth, Diamond Plate Sweep Out Step	1	REV
03-08-3058		MD, Light, Side Entry Step well, Whelen, OS Square Lens, #OACOEDCR, Single LED	1	REV
<b>WINDOWS</b>			<b>1</b>	<b>REV</b>
03-09-4109	>	MD, Window, Upper, CS/Slider, Rr/Fixed, Privacy Tint, PAN	1	REV
<b>MODULE TO CHASSIS MOUNTING SYSTEM</b>			<b>1</b>	<b>REV</b>
03-10-1211		MD, Module to chassis mounting system, Type III	1	REV
<b>REAR BUMPER AND REAR STEP CONSTRUCTION</b>			<b>1</b>	<b>REV</b>
03-12-2505	<	MD, Rear Bumper w/ Skids & Flip Up, F3, w/LED DOT lights	1	REV
03-12-2550	<	MD, Coating, Polyurethane, Rear Bumper Supports	1	REV
<b>INSULATION</b>			<b>1</b>	<b>REV</b>
03-13-3006		MD, Insulation, Walls and Ceiling, R11 Fiberglass Batt	1	REV
<b>RUB RAIL AND FENDER RINGS</b>			<b>1</b>	<b>REV</b>
03-15-6650		WC, Rub Rails, Skirt Line, Extruded "C" channel (E-one Style)	1	REV
03-15-6715		WC, Rub Rail Lights, Whelen Lights, Strip (3 each side ) Red/ White/ Red	1	REV
03-15-8356	>	MD, Fender Flare, Bright Finish	1	REV

PART NO	S	DESCRIPTION	QTY	ID
<b>SPLASH GUARDS AND RUNNING BOARDS</b>			<b>1</b>	<b>REV</b>
03-16-1721		WC, Mud Flaps, Rear, w/ Wheeled Coach Logo	1	REV
03-16-3619		MD, Running Boards, F3, w/Gator Grip	1	REV
<b>DRIP RAILS</b>			<b>1</b>	<b>REV</b>
03-17-1020		MD, Drip Rail Trim Moldings Over Door Openings	1	REV
<b>CAB TO MODULE ACCESS</b>			<b>1</b>	<b>REV</b>
<b>CAB TO PATIENT AREA ACCESS</b>			<b>1</b>	<b>REV</b>
03-19-2327		MD, Bulkhead Cabinet, Type III Ford, 6" Cab Extension	1	REV
03-19-2369	< >	MD, Pass Thru ILO Walk-Thru, Type III, With Sliding Lexan Window.	1	REV
<b>LICENSE PLATE HOLDER</b>			<b>1</b>	<b>REV</b>
03-20-4053	<	WC, License Plate Holder, Cast LP0002-1 for Under ride Bumper	1	REV
<b>EXTERIOR COMPARTMENT CONSTRUCTION</b>			<b>1</b>	<b>REV</b>
04-01-0502	< >	MD, Exterior Compartment, Std, Floor 2.5" Drop Down from Door Opening, Each	4	REV
04-01-0504	< >	MD, Exterior Compartment, Sweepout, Each	2	REV
04-01-3017	<	MD, Door Sill Protector, Stainless, All Compts	1	REV
04-01-5106	<	MD, Polyurethane Coating per compartment	6	REV
04-01-5110	>	MD, Exterior Battery Compartment, Polyurethane Finish	1	REV
04-01-51SR	X	MD, Exterior Compartment, Floor Matting "Turtle Tile", Black	1	REV
<b>EXTERIOR COMPARTMENT DOORS</b>			<b>1</b>	<b>REV</b>
04-02-05SR	X <	MD, Door Flasher(s) Whelen 4" Round Red LED w/Int Flasher	1	REV
04-02-0602	>	WC, Compartment Handle, Trimark Chrome/Black, Locking Paddle, Curbside	3	REV
04-02-0604	>	WC, Compartment Handle, Trimark Chrome/Black, Locking Paddle, Streetside	3	REV
04-02-0608	< >	WC, Compartment Handle, Trimark, Chrome/Black No lock Paddle, STRS	1	REV
		Trailing Door		
<b>COMPARTMENT DOOR HOLD OPEN</b>			<b>1</b>	<b>REV</b>
04-02-7751	< >	MD, Hold Open, Gas Strut, Ext Compt, 60lb	1	REV
04-02-7753	<	MD, Hold Open Gas Strut, Ext Compt, 30lb	3	REV
04-02-7755	<	MD, Hold Open, Gas Strut, Comp Door Only, 110 Degree, 30lb	2	REV
04-02-7757		MD, Hold Open, Gas Strut, RF Compt, 30lb	1	REV
04-02-SR01	X <	MD, Door Flashers, (1) Whelen 4" Dia Red LED, Rear Entry Doors	2	REV
<b>COMPARTMENT LIGHTING</b>			<b>1</b>	<b>REV</b>
04-03-1486	<	MD, Compartment Lighting, LED Hi-Brite Flex, 160+ Module	1	REV
<b>COMPARTMENT #1 - STREETSIDE FWD</b>			<b>1</b>	<b>REV</b>
04-06-0450		MD, Compartment #1, 3/4 High	1	REV
<b>COMPARTMENT #2 - STREETSIDE FWD WHEELWELL</b>			<b>1</b>	<b>REV</b>
04-07-2144		WC, Compartment #2, 50" Aisle, Standard Configuration	1	REV
04-07-9200		Add Dogleg in Comp #2 for Recessed Suction in Face of A/A	1	REV
04-07-SR01	X <	MD, Custom Pump Cover in the #2 compartment	1	REV
04-08-2100	>	MD, Compartment #3, NONE	1	REV
<b>COMPARTMENT #4 - STREETSIDE AFT</b>			<b>1</b>	<b>REV</b>
04-09-3245		MD, Compartment #4, 3/4 Height.	1	REV
04-09-4550	>	MD, Compartment #4, Shelf, Adjustable, w/Aluminum Track, First Shelf	1	REV
04-09-45SR	X <	MD, Compartment #4, Shelf Adjustable, Reduced depth, Additional, Each	1	REV
04-09-8006	< >	MD, Compartment #4, Bracket, Stair chair Mount, on Door	1	REV
<b>COMPARTMENT #6 - CURBSIDE AFT</b>			<b>1</b>	<b>REV</b>
04-11-1098	XS < >	MD, Compartment #6, Oxygen Storage Configuration	1	REV
04-11-2097	<	MD, Compartment #6, Divider, Vertical, Fixed, 3/16" Thick, Each	1	REV
04-11-4652	< >	MD, Compartment #6, Equipment Strap, Seat Belt Style, Each	1	REV
04-11-4662	< >	MD, Compartment #6, Flatbar, 2", Backboard Retainer	1	REV
<b>COMPARTMENT #6.5 - CURBSIDE AFT WHEELWELL</b>			<b>1</b>	<b>REV</b>
04-12-0155	>	WC, Compartment #6.5, Deleted	1	REV
<b>COMPARTMENT #8 - CURBSIDE UPPER FORWARD</b>			<b>1</b>	<b>REV</b>
04-14-2150	>	MD, Compartment #8/8.5, Split doors, Type 3	1	REV
04-14-8010	< >	MD, Compartment #8, Shelf, Adjustable, RF Cabt, First shelf w/Aluminum Track	1	REV
04-14-8015	< >	MD, Compartment #8, Shelf, Adjustable, Additional, for Aluminum Track, Each	1	REV
<b>INTERIOR TRIM AND FEATURES</b>			<b>1</b>	<b>REV</b>
05-01-0108	S < >	WC, Interior Cabinets, Aluminum, Painted, CN10 Compliant	1	REV
05-01-0112	<	Flat Wall Panels, Curb Side and Street side, PVC Panels - ECN 1922	1	REV
<b>INTERIOR ADJUSTABLE SHELVES</b>			<b>1</b>	<b>REV</b>
<b>HEADLINER</b>			<b>1</b>	<b>REV</b>

PART NO	S	DESCRIPTION	QTY	ID
05-06-2865	< >	WC, Headliner, Flat, PVC, Hinged trough cover, w/8 DHVAC DAK Ducts-160"+	1	REV
<b>FLOORING</b>			<b>1</b>	<b>REV</b>
05-07-0120	< >	MD, Flooring, Lon Seal "Lonplate II "	1	REV
05-07-0124		MD, Color, Mica #421	1	REV
05-07-9896		MD, Floor, Thresholds, Stainless Steel,Painted w/Black Poly-urea coating	1	REV
<b>Entry Door Grab Handles</b>			<b>1</b>	<b>REV</b>
05-10-1533	<	MD, Entry Door Grab Handles (3), Custom "L" Shape, 1" Stainless Steel	1	REV
<b>Ceiling Grab Rail - Center</b>			<b>1</b>	<b>REV</b>
05-10-1917		MD, Ceiling Grab Rail, Overhead, 117", Stainless, Handicap Style	1	REV
05-10-7528	<	MD, Grab Bar, 12" Long, 1.25" Handicap Style, Stainless Steel	1	REV
<b>IV FLUID HANGERS</b>			<b>1</b>	<b>REV</b>
05-11-0017	< >	MD, IV Hook, Cast, Fold Down Recessed Each	2	REV
05-11-6012	<	WC ,Painted Aluminum Cabinets, MultiSpec, Misty Gray #6028	1	REV
05-12-0000	X	LEFT STACK AND BULKHEAD AREA	1	
05-12-SR01	X <	MD, Left Stack, Storage Area #1 - Custom	1	
05-12-SR02	X <	MD, Muffin Fans on Electrical compartment doors	1	
05-12-SR03	X <	MD, Custom Lower Bulkhead Cabinet	1	
05-12-SR04	X <	MD, Waeco #CD030DC-BLK Cooling Drawer	1	
05-12-SR05	X <	MD, Muffins Fans on L1 Cabinet Doors	1	
<b>ACTION WALL AREA #2</b>			<b>1</b>	<b>REV</b>
05-13-3087	<	WC, Cabinet, A/A, 50" Aisle, No Bio waste, w/Recessed Suction, Rounded Corners	1	REV
05-13-30SR	X <	MD, Hinged door with southco latch to cover the SSCOR Recess	1	
05-13-4389	< >	MD, Tray, A/A, No Bio waste, Corian Deep Night Sky	1	REV
05-13-4406		MD, AA Upper Cabinets, U2.5, U2, U1 Combine into 2 Equal Cabinets, 3/4 H Comp #1	1	REV
<b>CABINET DOORS</b>			<b>1</b>	<b>REV</b>
05-13-4492		MD, Doors, U1 Gray Poly carbonate Slider, CN 10 Compliant	1	REV
05-13-44SR	X <	MD, Drawer, Lower Left, Specify Location, under counter	1	
05-13-4506		MD, Door, U2 Restocking Clear Poly carbonate Slider, CN 10 Compliant	1	REV
<b>Interior Streetside #3 - CPR Seat</b>			<b>1</b>	<b>REV</b>
05-14-1561		MD, Cabinet U3, no CPR seat	1	REV
05-14-1577		MD, Cabinet C3.5, deleted For Telemetry Area	1	REV
05-14-1581	<	MD, Cabinet C3, full height	1	REV
05-14-1589		MD, Cabinet L3.5, deleted	1	REV
05-14-1593	<	MD, Cabinet L3, full height	1	REV
05-14-4604		MD, Doors, U3 Restocking Clear Poly carbonate Slider, CN 10 Compliant	1	REV
05-14-4632		MD, Doors, C3, Clear Poly carbonate Slider, CN 10 Compliant	1	REV
05-14-4656		MD, Doors, L3, Clear Poly carbonate Slider, CN 10 Compliant	1	REV
<b>STREETSIDE REAR AREA #4</b>			<b>1</b>	<b>REV</b>
05-15-5050		MD, Cabinet U4	1	REV
05-15-5112		MD, Cabinet C4, Inside/Outside Access	1	REV
05-15-5118		MD, Cabinet L4, Deleted	1	REV
<b>CABINET DOORS</b>			<b>1</b>	<b>REV</b>
05-15-6105		MD, Doors, U4 Restocking Clear Poly carbonate Slider - CN 10 Compliant	1	REV
05-15-6120		MD, Doors, C4, Clear Poly carbonate Slider - CN 10 Compliant	1	REV
<b>SQUAD BENCH AREA</b>			<b>1</b>	<b>REV</b>
05-16-0046		MD, Squad Bench, No Bio-Waste	1	REV
05-16-0072	>	MD, Lid, Squad Bench, Split 50/50, No Bio-waste	1	REV
05-16-0082		MD, Handle, Trimark, Squad Bench, STD	2	REV
05-16-0094		MD, Strut, Gas, 30 LB, Installed	2	REV
05-16-0214	<	MD, Seatbelt, Assy, (4 Point), Per 4Max, Black, Vert. Mount, (1) Each, CN-8	2	REV
05-16-0222		MD, Patient Restraint Belts, Squad Bench (3)	1	REV
05-16-0SR1	X <	MD, Custom Cabinet - Upper Squad Bench, 9"H, 72" Headroom ONLY	1	
05-16-0SR2	X <	MD, Customer Logo Stamped into EVS 1500 Series Wall Cushions	1	
05-16-0SR3	X <	MD, Setup Fee for Customer Logo Stamped into Cushions	1	
05-16-1428	< >	MD, A-Bar w/ Sharps & Waste, @ Head of Squad Bench, 14.5"(Narrow)	1	REV
<b>CURBSIDE REAR</b>			<b>1</b>	<b>REV</b>
05-16-9925		MD, Cabinet, Curbside Rear, I/O access to #6 Clear Lexan Door hinged Rear	1	REV
<b>CURBSIDE RIGHT STACK STORAGE #8</b>			<b>1</b>	<b>REV</b>

PART NO	S	DESCRIPTION	QTY	ID
05-18-0035		MD, RF ALS, Split Upper/Lower, HVAC at Top	1	REV
05-18-0SR1	X <	MD, Directional Air Conditioning Vent On Right Stack IATS	1	
05-18-5156		MD, Doors, RF, U8, Dual Gen II OHO, Poly carbonate Doors, Clear	1	REV
05-18-5352		MD, Doors, RF, L8, Dual Gen II OHO, Poly carbonate Doors, Clear	1	REV
05-18-5SR1	X <	MD, Supply and install Knox 5530H3RK MedVault Large, Std Door	1	
<b>ATTENDANT SEAT</b>			<b>1</b>	<b>REV</b>
05-19-6902		MD, Attendant's Seat, EVS 1880, Comfort, Hi-Back Child Safety w/Per4Max	1	REV
05-19-6920	>	MD, Color, Ash Gray, Per4Max Belt, Black	1	REV
05-19-6SR1	X <	MD, Customer Logo Stamped into EVS Attendant Seat	1	
05-19-7216		MD, Attendant's Seat Base, EVS Swivel 2 Pos	1	REV
<b>INTERIOR COLORS</b>			<b>1</b>	<b>REV</b>
05-20-0015		MD, Mica, Light Gray Gloss	1	REV
<b>UPHOLSTERY</b>			<b>1</b>	<b>REV</b>
05-20-5912	>	MD, Upholstery Color, Ash Gray	1	REV
05-20-5960	S >	WC, Backrest Cushion, EVS, Ash Gray, w/ WC Logo, Each	2	REV
05-21-4334	<	MD, Lighting, Cabt, LED Hi-Brite Flex, Per Cabt, Each	8	REV
<b>CABINET LATCHES- INTERIOR</b>			<b>1</b>	<b>REV</b>
<b>GENERAL WIRING</b>			<b>1</b>	<b>REV</b>
06-01-0140	>	MD, Electrical System: Vmux Multiplexed	1	REV
<b>CAMERAS</b>			<b>1</b>	<b>REV</b>
06-06-1232	< >	MD, Camera, Backup, Safety Vision, (1) Color LCD Monitor	1	REV
<b>COMMUNICATION</b>			<b>1</b>	<b>REV</b>
06-06-5538	< >	MD, Coax Cable, RG58/U, Each, Terminate:	2	REV
06-07-6702	<	MD, Speakers, Rear, (2), in Liner, w/ Volume Control	1	REV
07-00-0610	<	MD, Light, in Circuit Board Area, for Electrical Troubleshooting	1	REV
07-00-3056	< >	MD, Vmux Electrical System, Vista IV Touch screen, Front & Rear	1	REV
07-00-3072	<	MD, Vmux Electrical System, Engineering Programming	1	REV
<b>POWER SOURCES</b>			<b>1</b>	<b>REV</b>
07-01-1002	<	MD, Power Source, 12VDC, 20A, Ignition/Shoreline Hot	1	REV
07-01-1008	< >	MD, Power Source, 12 VDC, 15 Amp (+-), Ignition Hot	1	REV
07-01-1016	< >	MD, Power Source, 12 VDC, 30 Amp (+-), Constant Hot	1	REV
07-02-1155	<	MD, Alarm, Low Voltage, Audio/Visual	1	REV
07-02-1156		WC, Voltmeter, OEM, In Dash	1	REV
<b>BATTERY SYSTEM</b>			<b>1</b>	<b>REV</b>
07-04-8726	<	MD, Battery Sw, 5min Timer, F3, Gasoline, Fig 5B	1	REV
07-04-8SR1	X <	MD, Switch, Momentary to activate 5 Min Battery timer.	1	
07-10-1101	< >	MD, Outlet, Power Point Style, (2), A/A	1	REV
07-10-1109	<	MD, Power Outlet, Kussmaul, USB Dual Port, 5VDC, 4.8 Amp, switch panel	1	REV
07-10-1111	<	MD, Power Outlet, Kussmaul, USB Dual Port, 5VDC, 4.8 Amp, switch panel, Each	1	REV
<b>FRONT CONSOLE</b>			<b>1</b>	<b>REV</b>
08-01-3528	<	WC, Console, Drivers Switch & Radio, Center, Aluminum, Black, Ford cutaway	1	REV
08-01-4652	>	WC, Single Blank Panel	1	REV
08-01-4654	>	WC, Double Blank Panel	1	REV
08-01-6011	<	MD, Armrests, (2) Side mount, Flip up, Havis C-ARM-105	1	REV
08-02-0006	<	MD, Module Electrical Panels, Brushed Stainless Steel	1	REV
<b>ATTENDANT CONTROL PANEL</b>			<b>1</b>	<b>REV</b>
08-03-0307		WC, Console, A/A, Non-wood, Angled	1	REV
<b>SIREN ELECTRONIC - CONTROL HEADS / AMPS</b>			<b>1</b>	<b>REV</b>
09-03-1804	< >	MD, Siren, Whelen, WS-295-HFSC9	1	REV
<b>SIREN SPEAKERS</b>			<b>1</b>	<b>REV</b>
09-03-2702		MD, Speakers, (2), Whelen, SA-315, In Grille area, F3	1	REV
<b>AIR HORNS</b>			<b>1</b>	<b>REV</b>
09-03-3506	< >	MD, Air horn, Buell, 5440 comp, Dual 10" horns	1	REV
09-03-3530		MD, Switch, Siren/Horn Thru Horn Ring	1	REV
09-03-3534	>	MD, Air horn Switch, Foot (1)	1	REV
<b>BACK-UP ALARMS</b>			<b>1</b>	<b>REV</b>
09-05-1112		MD, Back-up Alarm, No Cutoff Switch	1	REV
<b>EMERGENCY SEQUENCER/LOAD MANAGER</b>			<b>1</b>	<b>REV</b>
09-40-5177	< >	MD, Cab Headliner Removal Fee, Type 1/3	1	REV
<b>TRAFFIC MANAGEMENT LIGHTS</b>			<b>1</b>	<b>REV</b>



PART NO	S	DESCRIPTION	QTY	ID
09-70-5249		> MD, Prewire, Opticom, In Drive Gear	1	REV
09-70-5313		< MD, Chevron Lights, Rear (4 rows) Each side, Tecniq LED	1	REV
<b>WARNING LIGHT FLASHERS</b>			<b>1</b>	<b>REV</b>
09-80-2000		MD, Flasher, Vanner 5860GCPE, C/D/E Spec	1	REV
09-80-5920		> MD, Circuit, Neutral Power	1	REV
<b>WARNING LIGHTS</b>			<b>1</b>	<b>REV</b>
<b>LED Series - M9 (Flange Included)</b>			<b>1</b>	<b>REV</b>
09-95-1723		> MD, Light, M9RC, LED, Whelen, Red, Clear Lens, Internal Flash, w/Flange	3	REV
09-95-1725		> MD, Light, M9AC, LED, Whelen, Amber, Clear Lens, Internal Flash, w/Flange	2	REV
09-95-1735		> MD,Light, M9D, LED, Whelen,R/C, Clear Lens, Internal Flash, w/Flange	8	REV
<b>LED Series - M7 (Flange Separate)</b>			<b>1</b>	<b>REV</b>
09-95-2424		> MD, Light, Whelen M7 LED, Red, Clear Lens	4	REV
09-95-2428		> MD, Light, Whelen M7 LED, Amber, Clear Lens	1	REV
09-95-3038		< MD, Flange, Whelen, Chrome, M7FC, each	7	REV
<b>Whelen 500 Series Super-LED® (Flange Separate)</b>			<b>1</b>	<b>REV</b>
09-95-4241		> MD, Light, 5L TIR6, Whelen, Red, Clear Lens, 50R03ZCR	2	REV
09-95-4310		> MD, Housing, 500 Series, #5TSMAC, Each	2	REV
09-95-SR01	X	< MD, Lightbar, Whelen Liberty II, 54"	1	
<b>EXTERIOR AUTOMOTIVE LIGHTING</b>			<b>1</b>	<b>REV</b>
10-01-0056		< MD, Taillight Pkg, Whelen, M6 LED Stop/Tail (Clr),Turn Arrow & Max Intensity B.U	1	REV
10-01-1309		MD, Flanges, Whelen, (6) Chrome M6 series taillight set	1	REV
<b>ICC/MARKER LIGHTS</b>			<b>1</b>	<b>REV</b>
10-01-2177		< MD, Light, Clearance, Amber LED, Each	3	REV
10-01-2178		< MD, Light, Clearance, Red LED, Each	3	REV
10-01-2250		< WC, Corner Cap Lts, Multi, LED, (2) Amber (2) Red w/Flashers	1	REV
<b>FLOOD AND LOAD SYSTEMS</b>			<b>1</b>	<b>REV</b>
10-02-2206		< MD, Light, LED, Whelen, Clear, #M9LZC w/Flange	6	REV
10-02-2242		MD, Scene Lighting, All to Activate w/ Reverse Gear	1	REV
10-02-2250		MD, Scene Lighting, CS, Activate on Opening of Entry Door	1	REV
<b>11 - INTERIOR LIGHTING</b>			<b>1</b>	<b>REV</b>
11-01-2809		< MD, Lights, Dome, LED, Whelen, White Flng, (4) S/S, (3) C/S	1	REV
11-01-2818		< MD, Light, Dome, LED, Whelen, White Flng, (1) Additional	4	REV
11-01-9032		< > MD, Timer, Momentary Switch, 15 Minute, Constant Hot	1	REV
11-01-SR01	X	< MD, VMUX Programing- SB dome Lights to Come on in High Mode w/ Ignition	1	
<b>SPOTLIGHTS / HANDHELD LIGHTS</b>			<b>1</b>	<b>REV</b>
11-02-1003		MD, Handheld Spotlight - Sho-Me 200,000 CP	1	REV
<b>ATTENDANT LIGHT</b>			<b>1</b>	<b>REV</b>
11-03-2033		MD, Light, Grote 12v, LED Strip, Each	1	REV
<b>12 - ELECTRICAL 125 VOLT AC</b>			<b>1</b>	<b>REV</b>
<b>SHORELINE INLET</b>			<b>1</b>	<b>REV</b>
12-01-9112		< > MD, Shoreline, 20A, Super Auto Eject, White	1	REV
<b>OUTLETS - 125VAC</b>			<b>1</b>	<b>REV</b>
12-02-2110		< MD, Outlets, 125 VAC, Duplex, (1) Action Wall, (1) Right Front Cabinet	1	REV
<b>BLOCKHEATERS</b>			<b>1</b>	<b>REV</b>
12-02-4001		< Block Heater - With OEM Plug	1	REV
<b>INVERTER - 125VAC</b>			<b>1</b>	<b>REV</b>
12-03-1414		< > MD, Inverter/Charger, Vanner LifeSine	1	REV
<b>AUXILIARY ENVIRONMENTAL SYSTEMS</b>			<b>1</b>	<b>REV</b>
13-02-0111		MD, Exhaust Fan, Single 12V, in Line Blower	1	REV
<b>WHEELED COACH HVAC UNITS</b>			<b>1</b>	<b>REV</b>
13-02-5751		> MD, Hoses, Heater, No Max, to Rear	1	REV
13-02-5800	S	< > WC, Heat/AC, F3, Combo, w/Coolbar, DAK Ducted	1	REV
13-02-5SR0	X	< MD, Carbon Filter System, Replaceable, Intake Side X	1	
13-02-5SR1	X	< MD, UV HVAC Filtration System	1	
13-02-6028		WC, Air Conditioning Face Plate, Brushed Stainless Steel with Logo	1	REV
13-02-6050		> MD, Heat/AC Located RF corner, over ALS cabinet.	1	REV
13-02-6060		MD, Kissling Continuous Duty Solenoid	1	REV
13-02-6080		< > WC. Generation III Fiberglass Cool Bar cover	1	REV
13-02-7757		MD, Thermostat, In Vista display, Temperature sensor in Air return	1	REV

PART NO	S	DESCRIPTION	QTY	ID
<b>COT MOUNTING PROVISIONS</b>			<b>1</b>	<b>REV</b>
<b>Cot Mounts</b>			<b>1</b>	<b>REV</b>
14-01-1546	<	MD, Cot Mount, Stryker Power Load, No Wheel Guides, CN 8 Compliant	1	REV
14-01-4030	<	Side Mount	1	REV
<b>OXYGEN AND AIR SYSTEMS</b>			<b>1</b>	<b>REV</b>
14-02-2242	<	MD, O2 Cylinder Bracket, Multiversal, #QR-MV, W/ Straps	1	REV
14-02-2244		MD, Track, Unistrut for Oxygen Rack	1	REV
14-02-3005		MD, Manual, O2 System	1	REV
14-02-3156	<	MD, O2 Regulator, Preset 50 PSI	1	REV
14-02-4153	< >	MD, O2 Outlets, Ohio Style (2 in Action Area, 1 CS Wall)	1	REV
14-02-4920	>	MD, Lexan Flap, w/Hinge	1	REV
<b>PORTABLE O2 HOLDERS</b>			<b>1</b>	<b>REV</b>
14-02-6262	>	MD, O2 Cylinder Holder, Single, Cast, Duramount "E", CN 10 Certified	2	REV
<b>SUCTION SYSTEM</b>			<b>1</b>	<b>REV</b>
14-03-3030		MD, Suction Pump, SSCOR 90206	1	REV
14-03-3045	>	MD, Suction Port	1	REV
14-03-3070	< >	MD, Suction System, SSCOR 23002 Disposable w/Canister Clip & Regulator	1	REV
<b>MISC MEDICAL</b>			<b>1</b>	<b>REV</b>
14-04-1200	< >	MD, Fire Extinguisher, 5# ABC with Surface Mount Brkt., Each	2	REV
<b>PAINT AND FINISH</b>			<b>1</b>	<b>REV</b>
15-00-0200		WC, Wheeled Coach Paint Process	1	REV
15-00-SR01	X <	MD, Paint scheme per specs	1	
15-01-2000	<	Module Paint, Single Color, OEM White	1	REV
15-01-5000		Cab Paint - Single Color, OEM White	1	REV
<b>PAINT STRIPING DESIGN</b>			<b>1</b>	<b>REV</b>
15-02-1200		Paint Belt, None	1	REV
15-02-SR01	X <	MD, Custom graphics per spec	1	
<b>DECALS AND NOMENCLATURE</b>			<b>1</b>	<b>REV</b>
15-05-0038		WC, Ship Loose, W.C. Standard Items	1	REV
74-09-0099	<	Indemnification Statement	1	REV
<b>End Of Order</b>			<b>1</b>	<b>REV</b>
<b>== Factory Ship Loose - EMS Equipment - 1.016 10/28/21 ==</b>			<b>1</b>	<b>REV</b>



**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.:

AM10-20

Date Prepared:

11/10/21

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	City of Greenville	Contractor:	Atlantic Emergency Solutions
Contact Person:	John Stepps	Prepared By:	Michael F. Guzman
Phone:	(252) 481-4140	Phone:	(757) 369-0911
Fax:		Fax:	(757)-369-0651
Email:		Email:	<a href="mailto:jjackson@atlanticemergency.com">jjackson@atlanticemergency.com</a>

Product Code:	AM20CCA17	Description:	Type III Custom Series, Ford E-450 DRW
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** \$143,926.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See attached options page			
<b>Subtotal From Additional Sheet(s):</b>			\$161,180.00
<b>Subtotal B:</b>			\$161,180.00

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See attached options page			
Equipment List	\$66,009.00		
<b>Subtotal From Additional Sheet(s):</b>			\$8,308.00
<b>Subtotal C:</b>			\$74,317.00

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 24%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

<b>Quantity Ordered:</b> 3	X	<b>Subtotal of A + B + C:</b> 379423	=	<b>Subtotal D:</b> \$1,138,269.00
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**E. H-GAC Order Processing Charge (Amount Per Current Policy)** **Subtotal E:** \$1,000.00

**F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation**

Description	Cost	Description	Cost
Multi-Unit Discount	-\$13,650.00		
<b>Subtotal F:</b>			-\$13,650.00

**Delivery Date:** 360 Days **G. Total Purchase Price (D+E+F):** \$1,125,619.00



## City of Greenville, North Carolina

Meeting Date: 11/22/2021

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**Title of Item:** Contract award to Communications International, Inc. for the purchase and installation of Public Safety P25 Subscriber Radios and Services

**Explanation:** In 2020, the City of Greenville contracted TUSA consulting to analyze the existing communications equipment and project future needs. The results of the analysis revealed an immediate need for replacement radio equipment for all Public Safety personnel.

The radio equipment utilized by Fire/Rescue personnel has reached an “end of life” status as the production was discontinued by the manufacturer in 2013 and support ended in 2018. As a result, the aging equipment is no longer able to be serviced or repaired. This can result in an inability to effectively provide high-quality Fire/Rescue services to the community.






The purpose of this contract is to replace aging radio equipment with modern, reliable radio equipment that will serve the community for many years to come. The contract includes the purchase of 180 total radios and includes portable radios assigned to personnel, mobile radios installed in vehicles and control stations installed inside Fire/Rescue Stations. Maintenance and repair is also included in the contract price for the first five years for all devices. Maintenance for years 6-10 is \$29,160 per year.

**Fiscal Note:** The total contract amount is \$1,154,043.97 for the purchase, installation, and maintenance of 180 radios. The item will be funded through installment financing. A reimbursement resolution was approved by Council for this item at the June 7, 2021 meeting.

**Recommendation:** Staff recommends City Council award the Public Safety P25 Subscriber Radios and Service contract to Communications International, Inc. for the purchase of 180 devices in the amount of \$ 1,154,043.97 to be financed via installment financing over a ten-year term.

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ATTACHMENTS

-  [Agreement Exhibit 1 Original RFP.pdf](#)
-  [Evaluation Criteria Score Summary.pdf](#)
-  [Letter of Intent - Signed.pdf](#)
-  [Purchase agreement for FR radios.pdf](#)
-  [Agreement Exhibit 5 Final Pricing Sheet.pdf](#)

# Exhibit 1

*The City of Greenville  
Request for Proposal  
700/800MHz P25 Subscriber Radios and Service*



**REQUEST for PROPOSALS**

# **P25 Radio Subscribers and Services**

## **RFP# 20-21-35**

**Proposal Due Date: June 1, 2021**

**Location:**

**City of Greenville**

**Financial Services Department/Purchasing Division**

**Attention: Denisha Harris**

**201 West 5<sup>th</sup> Street**

**Greenville, NC 27858**

**Questions:**

**Denisha Harris, Financial Services Manager**

**252.329.4862**

**Email: [dharris@greenvillenc.gov](mailto:dharris@greenvillenc.gov)**

*The City of Greenville  
Request for Proposal  
700/800MHz P25 Subscriber Radios and Service*

Date: April 30, 2021

Dear Sir or Madam:

The City of Greenville, North Carolina, is now accepting Proposals for P25 Radio Subscribers. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP").

Sealed proposals endorsed "P25 Radio Subscribers" to be furnished to the City of Greenville (the "City") will be received by the Financial Services Department, Purchasing Division at 201 West 5<sup>th</sup> Street, Greenville, NC until 4:00 pm, June 1, 2021. The City reserves the right to reject any or all proposals.

This RFP outlines a description of the products and services sought as well as the corresponding documents. Interested firms will be required to submit one (1) electronic copy of the Proposal on a CD or flash drive in PDF and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer. The RFP must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

**Request for Proposals Attention: Denisha Harris**

**[Name of Company Submitting Proposal] P25 Radio Subscribers RFP # 20-21-35**

It is the intent of the City to select a single provider to provide all the products and services outlined in this RFP. RFP questions must be directed to Denisha Harris, Financial Services Manager, Purchasing Division, per the enclosed instructions.

Sincerely,

Denisha Harris  
Financial Services Manager

*The City of Greenville  
Request for Proposal  
700/800MHz P25 Subscriber Radios and Service*

**1. SECTION ONE: GENERAL INSTRUCTIONS TO VENDORS**

**1.1. 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.

**1.2. 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.

**1.3. CITY RIGHTS AND OPTIONS:**

The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute, or otherwise modify this RFP at any time.
- To cancel this RFP with or without the substitution of another RFP.
- To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the City.
- To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions.
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Responses submitted.
- To negotiate a contract with a Service Provider based on the information provided in response to this RFP.



*The City of Greenville  
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**1.4. PUBLIC RECORDS:**

Any material submitted in response to this RFP will become a “public record.” Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

**1.5. ACCURACY OF RFP AND RELATED DOCUMENTS:**

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section Three.

**1.6. EXPENSE OF SUBMITTAL PREPARATION:**

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal

*The City of Greenville  
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700/800MHz P25 Subscriber Radios and Service*

meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

**1.7. PROPOSAL BINDING:**

This proposal is binding for a period of ninety (90) days.

**2. SECTION TWO: GENERAL TERMS AND CONDITIONS**

**2.1. 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.

**2.2. 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.

**2.3. PAYMENT TERMS:**

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

*The City of Greenville  
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700/800MHz P25 Subscriber Radios and Service*

**2.4. 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.

**2.5. 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.

**2.6. E-VERIFY COMPLIANCE:**

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

**2.7. CONFLICT OF INTEREST:**

Each Contractor 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.

*The City of Greenville  
Request for Proposal  
700/800MHz P25 Subscriber Radios and Service*

**2.8. 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.

**2.9. MWBE PROGRAM:**

Minority and/or Women Business Enterprise (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 (M/WBE) 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 M/WBE Program should be directed to the M/WBE Office at (252) 329-4862.

*The City of Greenville  
Request for Proposal  
700/800MHz P25 Subscriber Radios and Service*

**2.10. FEDERAL LAW:**

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

**2.11. 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.

**2.12. 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.

**2.13. 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.

**2.14. 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, workers' compensation, pension or retirement benefits.

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**2.15. VERBAL AGREEMENT:**

The City will not be bound by any verbal agreements

**2.16. INSURANCE REQUIREMENTS:**

Contractor shall maintain at its own expense

- a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 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.

**2.17. IRAN DIVESTMENT ACT:**

Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

*The City of Greenville  
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700/800MHz P25 Subscriber Radios and Service*

**3. SECTION THREE: PROCUREMENT PROCESS**

**3.1. SCHEDULE AND PROCESS**

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows:

<b>Event</b>	<b>Date and Time</b>
Issuance of RFP	Friday April 30, 2021
Deadline to submit questions	May 14, 2021 by 4:00 pm EST
Answers to questions provided	May 21, 2021 by 4:00 pm EST
Proposal Due	June 1, 2021 by 4:00 pm EST

Upon review of the RFP documents, firms 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 dharris@greenvillenc.gov by the date and time specified above. Vendors should enter as the subject of the email:

**“P25 Subscriber Radios and Service RFP # 20-21-35 Questions”**

Responses will be posted in the form of an addendum to the RFP on the City’s website at <https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities> and on the State’s IPS website [www.ips.state.nc.us](http://www.ips.state.nc.us). No information, instruction, or advice provided orally or informally, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

No contact regarding this RFP will be allowed between Bidders or potential Bidders and employees of the City staff after issuance of the RFP with the exception of the City contact person named on the cover page. Any such contact may disqualify a firm from further consideration. Requests for

*The City of Greenville  
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clarification from Bidders will be allowed provided that such requests are made through the Financial Services Manager in writing.

(Remainder of page left intentionally blank)



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**4. SECTION FOUR: SCOPE OF P25 RADIO SUBSCRIBERS AND SERVICES  
GENERAL RESPONSE PROVISIONS**

**4.1. PURPOSE**

This Specification encompasses a turnkey project to provide 700/800MHz P25 Subscriber Radios and Services for an existing Project-25 700/800MHz digital simulcast trunked radio network. The City of Greenville, as well as some governmental departments within the City of Greenville operate primarily on the statewide VIPER public safety network and the Pitt County P25 trunked radio system for mutual aid.

This Request for Proposal (RFP) Specification defines key functional and technical aspects of standards based P25 subscriber radios for an enhanced digital radio communications network, aligned toward full Project 25 compliance. The primary public safety agencies that will immediately utilize these new P25 radio subscribers include Greenville Fire and Rescue Department, and Greenville Police Department.

**4.2. INSTRUCTIONS**

This RFP Specification is a complete document and must be returned intact with vendor responses provided in a point-by-point fashion. The RFP Authorization Form in Section 8 must be completed. All responses and attachments should be placed into the RFP Response immediately behind the area in which the information was requested i.e., a point-by-point response.

If supplementary materials are inserted, each inserted page must be labeled in the bottom margin with the number of the Specification page behind which it is being placed. If more than one page is inserted behind a particular RFP Specification page, then each must be labeled with the appropriate page number plus a letter designator, e.g. 121a, 121b, 121c, etc.

*The City of Greenville  
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700/800MHz P25 Subscriber Radios and Service*

**4.2.1. PRE-RFP CONFERENCE**

There will be no Pre-RFP Conference for this RFP.

**4.2.2. RFP QUESTIONS**

If during the review or preparation of the RFP response submittal, a Contractor discovers any errors, omissions or ambiguities, they should submit, in writing, their questions to the Consultant. Written questions should be received by the Financial Service Manager no later than May 14th, 2021.

**4.2.3. LATE RFP RESPONSE SUBMISSION**

Any RFP Response submitted after the specified submission due date and time, will not be accepted and will be returned unopened to the submitting organization. All RFP responses will be held in confidence, to the extent permissible by State and County law, as applicable.

**4.2.4. RFP RESPONSE SUBMITTAL**

The Proposal Response shall be divided into two sections: Subscriber User Equipment Technical and Subscriber User Equipment Pricing. One (1) copy electronic and one (1) copy signed and bound are to be submitted. The Subscriber User Equipment Pricing Responses shall be separated from the Subscriber User Equipment Technical Response and independently sealed (including the electronic copy).

Each Proposal Response shall be submitted in standard 8 1/2" x 11" three ring binders, and must include a PDF file version on separate flash drives with both the Subscriber User Equipment Technical submittal and Subscriber User Equipment Pricing submittal. The entire Response package must be submitted in a sealed container addressed to:

*The City of Greenville  
Request for Proposal  
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**Financial Services Manager: Denisha Harris  
City of Greenville, Purchasing Division 201 West 5th Street Greenville, NC  
27858**

The time and date of the Proposal Opening must be plainly marked on the container as well as the Proposer's name, address, and State Contractor's License Number. All Proposal Responses should be delivered by hand, with receipt requested, or by certified or registered mail. All Proposal Responses become property of the City of Greenville. A cover letter transmitting the Proposal Response must accompany the package.

**All Submittals to this RFP are due no later than 4 PM, Tuesday, June 1st,  
2021.**

#### **4.2.5. PROPOSAL EVALUATION AND SELECTION**

Technical and Pricing Proposals shall be evaluated separately using a point system whereby out of a maximum 100 points may be awarded:

- 50 points maximum shall be allocated to Subscriber User Equipment Technical Proposal evaluation
- 30 points maximum shall be allocated to qualifications and references
- 10 points maximum shall be allocated to Subscriber User Equipment Price Proposals.
- 10 points maximum shall be allocated to the votes of the evaluation committee following the half-day hands-on demonstration

Subscriber User Equipment Technical Proposals will first be evaluated for overall responsiveness and completeness to the RFP Specifications. Proposals that are determined responsive and complete will be evaluated by the City of Greenville and the Consultant. Technical Proposals will be graded in performance, compatibility, expansion capabilities, versatility, vendor qualifications, and references with respect to the requirements as

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outlined in this RFP. Points for the corresponding sections will then be awarded by the evaluation committee.

At the direction of the City of Greenville as to the suitability and acceptability of the Subscriber User Equipment Technical Evaluation Results, the City of Greenville and Consultant will next open and evaluate proposed costs for each responsive Subscriber User Equipment Technical Proposal.

The total cost from the Cost Proposals shall be compared, evaluated and scored based on the total cost of ownership for 10 years by the City of Greenville's Finance Department and the Consultant. Thereby yielding a possible total 10 points being allocated to Subscriber User Equipment Price Proposals.

Points will be awarded as follows:

- Least Expense: 10 points
- Second Least Expense: 5 points
- Third Least Expense: 2 points
- Second Most Expense: 0 pts
- Most Expense: 0 pts

The week of June 7th (or date as amended by Addendum), the top two (2) vendors that have submitted a proposal and have not been disqualified by the terms and conditions set forth in this RFP, will be invited to Greenville, NC for a half-day long hands-on demonstration of their End User Subscriber Radio Equipment. During this event, all the agencies cited herein will have a chance to see first-hand all the radios in the proposals. The day following the half day long hands-on demonstration (or as changed by Addendum), the evaluation committee will submit their votes. At that point the proposers will be assigned the appropriate score.

- Most Votes: 8 points

*The City of Greenville  
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- Least Votes: 2 points

That Contractor Submittal receiving the highest Overall Project Score (Possible points including: 50pts Technical, 30pts References, 10pts Cost, 10pts Assigned by votes after Half-Day Hands on Event) shall be recommended to the City Manager as being the most responsive, best proposal. In the case of a tied Overall Project Score, the Proposal Submittal having the highest Technical Proposal evaluation shall be recommended to the City Manager.

#### **4.3. DEFINITIONS**

Definitions as used herein:

- a. **Responder, Proposer:** Any organization, company, vendor, or supplier responding to this RFP Specification.
- b. **Contractor:** The Proposer to whom a Contract is awarded.
- c. **Proposal, RFP Response, Submittal:** Correspondence or material furnished by Responders in response to this specification.
- d. **The City of Greenville:** Client
- e. **Tusa Consulting Services 2, LLC, TCS or Consultant:** 118 N Conistor Ln, Ste. B, Box 357, Liberty, MO. 64068; (816) 518-9223 Tel.

#### **4.4. RFP PROPOSER STANDARDS**

The RFP Responders must have their subscriber radios approved by the North Carolina Voice Interoperability Project for Emergency Responders (VIPER) for use on the VIPER radio network by the time of purchase and must supply documentation supporting this claim. In addition, radio models proposed shall be FCC Type Approved. Radios known to be approved on VIPER are listed: <https://files.nc.gov/ncdps/documents/files/2021-VIPER-Approved-Radio-List.pdf>.

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RFP Responders will likewise be required to provide sufficient information necessary to support claims that user equipment will be functionally and operationally compatible with 700MHz channels (764-767MHz and 773-776MHz, paired with 794-797MHz and 803-806MHz, respectively) as well as the reconfigured 800MHz NPSPAC channel plan as a result of FCC-Ordered 800MHz Rebanding. Failure to propose equipment capable of operations on this new spectrum and/or unable to support Project-25 Phase 1 and Phase 2 operations shall be considered non-responsive and that vendor's RFP submittal shall be given no further consideration.

A factory authorized service center that is fully staffed and trained to support the proposed subscribers, and all related accessories, must be located within 2 hours of the City of Greenville to be considered adequate to satisfy initial installation, warranty and ongoing maintenance needs. The Contractor and all envisioned subcontractors, if any, must be able to legally conduct business within the State of North Carolina, and the City of Greenville.

#### **4.5. WORKMANSHIP**

All proposed workmanship supportive of the RFP must conform to normal and accepted standards for the telecommunications industry. The Contractor must completely remove and properly dispose of residue due to its work, return the vehicles to a useable state and will be responsible for the cost of repairing all damage caused by the Contractor or its Sub-Contractors during installation.

The City of Greenville and its Consultant would reserve the right to halt any radio equipment installation process due to poor workmanship, housekeeping, scheduling, work interruptions, etc. Work halts that are the result of poor workmanship would not relieve the Contractor of their responsibility to conform to the installation time requirements as stated by Contract.

#### **4.6. MATERIALS**

All equipment, except with the expressed written permission of the City of Greenville and its Consultant, must be new and unused, meet

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telecommunications industry standards, and, where applicable, **be registered with and approved by the Federal Communications Commission**. The City of Greenville or its Consultant would reserve the right to reject and require the return, at the Contractor's expense, of any and all components which are defective or fail to comply with this RFP Specification or lack FCC type approval. Such rejections and/or returns will neither validate nor invalidate the remainder of any Contract. Rejections of material for cause would not provide an extension of time to the Contractor in the performance of contracted requirements.

#### **4.7. SUB-CONTRACTORS**

It is intended that a single Contractor have total turnkey responsibility for the subsequent City of Greenville project. Therefore, any Proposer desiring to use Sub-Contractor(s) must include within their RFP Response a list and description of potential, qualified Sub-Contractor(s). The City of Greenville may require documentation and references to ensure the qualification of a proposed Sub-Contractor.

#### **4.8. HANDS-ON PRESENTATIONS**

The week of June 7th (or as changed by Addendum), the top two (2) vendors that have submitted a proposal and have not been disqualified by the terms and conditions set forth in this RFP, will be invited to Greenville, NC for a half-day long hands-on demonstration of their End User Subscriber Radio Equipment. During this event, all of the evaluation committee will have a chance to see first-hand all the radios in the proposals.

#### **4.9. CONTACT**

All contact and inquiry concerning this RFP Specification shall be directed to:

**Financial Services Manager: Denisha Harris  
City of Greenville, Purchasing Division 201 West 5th Street Greenville, NC  
27858**

**Email: [dharris@greenvillenc.gov](mailto:dharris@greenvillenc.gov)**

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**4.10. NOTIFICATION**

Responders will be notified of the City of Greenville's desire to enter into additional discussions. The City of Greenville's ranking of proposals shall be published after a recommendation of the best and most advantageous proposal is presented to the City of Greenville's Chief Administrative Officer/Manager or other recognized body.

**4.11. MANUFACTURER SUPPORT**

The City of Greenville shall accept no less than a three-year warranty for user radio equipment and accessories.

**4.12. EXTENDED WARRANTY**

The Proposer shall provide pricing for an extended warranty option up to the maximum available for the equipment.

**4.13. MAINTENANCE AND DEPOT REPAIR**

The Proposer shall provide pricing for any maintenance and depot repair options that including the initial warranty period add up to a total of ten (10) years of support for all proposed portable, mobile, and control station equipment.

**4.14. PARTS AVAILABILITY**

All proposed end user equipment (i.e. portables, mobile, etc.) repair parts shall be available for at least ten (10) years from the date of initial acceptance of the first order of radios from this RFP and for at least five (5) years from the date of cessation of equipment manufacture for all future orders.



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**4.15. REMEDIES**

Vendor shall provide a schedule of work to provide subscribers, fleetmap development, radio testing methodology, installations, training, and all other work products required to complete the P25 radio subscribers and services project.

Remedies shall be part of any Contract awarded and negotiated with the Successful Proposer. The scope of these remedies will become part of a negotiated contract and shall minimally include a graduated set of monetary penalties for unexcused late or delayed performance by the Contractor. The project schedule's indicated completion date shall be the basis for assessment of completion remedies.

Remedies shall be applied as follows:

- A. Unexcused project completion delays of between 1 day and 30 days beyond the Contract's indicated completion date shall be assessed a penalty of \$250 per day. Unexcused completion delays that extend from Day 31 through Day 70 beyond the Contract's indicated completion shall be assessed a penalty of \$375 per day. Unexcused completion delays beyond 70 days shall be assessed a remedy of \$500 per day.
- B. Any unexcused project completion delay that exceeds 180 days from the Contract's indicated completion date shall trigger an automatic default of the Contract. If the Contractor is unable to cure the reason for its completion failure within 45 additional days, the Contract will self-cancel and the Owner will initiate action against the Contractor's performance bond unless some acceptable accommodation is reached by the Contractor with the Owner. During the 45-day default period, remedies will be assessed at the rate of \$750 per day.
- C. Remedies shall also apply to warranty repair service. The RFP and its subsequent contract with the Successful Proposer/Contractor include a mandatory warranty period where repair services performed in the field will

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be necessary. These Specifications contain response time periods within which the Contractor is required to provide services and materials. A failure to perform on the part of the Contractor to meet its contracted response time requirements shall result in a financial penalty of the scope and amount indicated by these Specifications or as modified during contract negotiations.

**4.16. RIGHT OF REFUSAL**

The City of Greenville reserves the right to reject any and all RFP Responses received. Acceptance of any Response will not place the City of Greenville under any obligation to purchase any equipment, system or services.

**4.17. PERFORMANCE OF PAYMENT BONDS**

A Performance Bond in the amount of one hundred percent (100%) of the Contract Price shall be provided by the Contractor in the event a contract is subsequently awarded through either a sole-source or competitive procurement process. The Performance Bond shall be exercised by the City of Greenville for failure of the Contractor to perform according to the terms of the Contract, i.e., an uncured default condition that results in Contract Cancellation.

The Bond Issuer must be licensed and allowed to operate in the State of North Carolina.

If a Contractor intends to use a subcontractor for the installation of the subscriber radios, a Payment Bond in the amount of one hundred percent (100%) of the Contract price would likewise be required. The Payment Bond must be from a surety company authorized to do business in North Carolina with a rating of A- or better in the most current edition of the A.M. Best Insurance Report.

The cost of these Performance and Payment Bonds shall be the responsibility of the Contractor.

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**4.18. PROPOSAL PRICING SUMMARY SHEETS**

Responders shall provide detailed price breakdown submittals for subscriber equipment items and installation services. It is not acceptable to lump category costs. Proposers must provide sufficient detail in their pricing proposals whereby it is possible to identify equipment types and services groupings. The format of the price submittal shall follow that as indicated by RFP Section 8.

**4.19. CORPORATE RESOLUTION**

RFP Response submittals must contain a Corporate Resolution or Power of Attorney authorizing and identifying agents to sign their Proposal or other documents as required by this Specification. This Corporate Resolution or Power of Attorney must be certified and notarized.

**4.20. NON-COLLUSION AFFIDAVIT**

**Proposers must complete and submit the Non-Collusion Affidavit form found in the appendix. Attach an executed original in the Original-Marked proposal submittal and a copy of this executed form in all subsequent proposal copies, as required.**

**4.21. CORPORATE RESOLUTION**

The Proposer must have manufactured, delivered, and installed at least three radio projects of comparable technology (700/800MHz Project-25 digital trunked radio subscribers), having comparable size and scope. These three projects shall be described with enough information that the City or its Consultant can reasonably determine their project equivalency. These submittals should include a detailed summary of the system and its significant operational features/components as well as a current customer contact including name, address, and phone number, title, department, and project responsibility.

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**5. INSTALLATION AND TRAINING**

**5.1. INSTALLATION TIMEFRAME**

The Project's anticipated time frame for completion is no greater than six months from a formal Notice to Proceed.

So-called vendor "Standard Contracts" will not be acceptable unless suitably modified to be in compliance with this RFP and/or subsequent RFP Specifications.

**5.2. PROJECT MANAGEMENT**

The Contractor must prepare and submit a migration plan that will provide a smooth transition to the new subscriber radios including training and cutover prior to beginning any installation work. This plan must be approved by the City of Greenville or its designee. The Contractor shall provide and submit as part of this RFP a plan that shall include:

- A. A completion time period (in days) for the project, based on the City of Greenville's execution of a Notice to Proceed. Proposers shall provide a hypothetical migration plan. These required proposal submittals will be used by the City of Greenville's evaluation committee and Consultant to evaluate the Proposer's ability and understanding of Specification requirements to perform this work in a manner that offers no disruption to ongoing public safety communication operations.
- B. Progress review meetings, in which the Proposer will participate, whose schedule shall be allied with the intensity of installation activities. During actual installation, progress review meetings will be conducted frequently and not less than on a weekly basis. The Contractor shall be responsible for updating and correcting the Project Time Line in response to the actions taken at each progress review meeting such that Proposer's and the City of Greenville's work task responsibilities, and the dates for task completion, are clearly delineated.

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- C. A time schedule for the training of user personnel. Contractor will supply time schedules for the orderly transfer of departments onto the new equipment and the estimated time period when the transfer could be completed.

**5.3. TESTING AND ACCEPTANCE PRIOR TO IMPLEMENTATION**

Prior to Contract execution, the Successful Contractor must commence negotiations with the City of Greenville's Project Representative and its Consultant to develop a test plan that addresses, minimally, the following major functionality and operability issues:

New user subscriber radios must be tested in coordination with the City of Greenville or its designee prior to installation to gain acceptance. That is, new user subscriber radios will be tested as operationally ready before any new radios are installed or existing radio communications equipment can be decommissioned. This includes testing and approval of the new personality/codeplug. The Contractor must remove the existing user subscriber radios as new subscriber radios are installed. These costs and related engineering services must be included in the RFP Response. Including personality/codeplug creation.

**A. End User Subscriber Equipment Testing Requirements**

Contractor shall perform a random field test of ten (10%) percent of each type or model of portable radio device provided by the Contract. Failed radios are to be repaired or replaced as necessary. If more than ten (10%) percent of a type or model of equipment tested fails to meet the manufacturer's specifications, then the Contractor shall be required to perform a test of one hundred (100%) percent of that type or model and to replace or repair all failed radios. All mobile radio installations shall require 100% operational test verifications:

1. Verify compliance with vendor specifications for transmitter, receiver and control circuitry;

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2. Check for compliance with RFP requirements and originally proposed functionality;
  3. Check for proper user profile programming of equipment and operation on the network;
  4. Testing of supportive equipment, i.e., speaker/microphone, battery chargers, batteries etc.
- B. Proposers shall submit within their Proposal Submittal a sample test plan that is representative of the scope and complexity of the proposed end user subscriber equipment. This plan must address those items described in this Section.

Contractor is responsible for the provisioning and cost of warehousing, insurance, storage and security of radio user equipment prior to and during the installation phases of the project.

Contractor will assign a Project Manager as a single point of contact between the City of Greenville's Project Representative and the Consultant. Proposer's Project Manager shall be approved by the City of Greenville or designee prior to assignment. The City of Greenville reserves the right to require replacement of the Proposer's Project Manager or its Sub-Contractors at any time during the project should those party's specific workmanship fall below Industry-accepted levels and/or where mandatory project submittals are deficient, are of poor quality or are materially delayed.

Contractor must supply comprehensive training on user operation of portable radios, mobile radios and other user equipment as required by the Contract.

#### **5.4. TRAINING**

The City of Greenville considers training to be of paramount importance. User training shall be completed on-site. The City of Greenville would prefer train-

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the-trainer training for 10 people. The Contractor must identify in their RFP Proposal all direct or indirect costs necessary for user training.

The Contractor shall also provide pricing for any options for online or remote continuing education training that can be completed after the project is complete.

### **5.5. RADIO PROGRAMMING**

Contractor will be provided user identification and talk path assignments necessary for personality/codeplug development. Contractors use the existing personality/codeplug to create the necessary file for the new subscriber radios. Contractor shall make recommendations for modifications to the existing programming based on new button and feature availability. Contractor shall provide the necessary programming software for use by the City of Greenville after project acceptance.

Contractor shall program all portable radios, mobile radios, control stations and all other equipment supplied by the Contractor to operate on the FCC-licensed operating frequencies and the talk paths provided by the City of Greenville.

Contractor shall prepare and furnish to the City of Greenville's Project Representative "as programmed" records for each radio placed on the system. These records shall also document the versions of firmware/feature codes installed in user radios.

Contractor must provide to the City of Greenville no less than four sets of radio programming software, appropriately configured laptop computers, and all other support equipment and special cables necessary to program each type of user and control station equipment/device supplied by the Proposer.

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## **6. PRICING CONSIDERATIONS**

### **6.1. GENERAL PRICING CONSIDERATIONS**

This subscriber equipment-pricing portion of this Specification is developed as a guide for Proposers so that the necessary information is provided to the City of Greenville, their designee and Consultant for it to conduct an accurate assessment of proposed cost.

Subscriber equipment (mobiles, portables, control stations and accessories) is intended to be purchased as part of this Specification. Some or all user equipment purchases, and quantities ordered may be delayed or not ordered depending on the City of Greenville financing options and capabilities. The pricing of this equipment for both initial and future purchases will be considered in determining the most advantageous price.

The City of Greenville retains the right to perform life-cycle analysis in determining the best price-value. One important component of such as analysis involves knowledge of the life cycle of the various equipment elements making up a Proposer's solution. The production age of equipment families affects the downstream ability to source software support and is a key factor in determining the operational life of a technology or product.

Proposers shall disclose as part of their Pricing Proposal when user equipment families and the operational software for the technology was first released for sale to the Public. Proposers shall also provide a life-cycle roadmap, referenced by year and so depicts when each of those proposed product elements is likely to be discontinued and when parts/software support will cease to be available.

### **6.2. PRICING SUMMARIES**

Pricing Summaries for Subscriber equipment shall be provided as part of the Proposal Submittal.



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**6.3. FUTURE PRICING CONSIDERATIONS**

It is the intent of the City of Greenville to operate these new radios for, minimally, the next ten years. As some portions of the subscriber equipment purchased may only be available from one vendor, it is important that the City of Greenville receive reasonable safeguards with regard to future pricing.

**6.4. IMMEDIATE FUTURE DISCOUNTS**

The City of Greenville requires within the Proposal a certainty of continued purchase at the beneficial initial-contract costs of all equipment, components, parts, materials and software for a minimum of 5 years.

For all purchases within five (5) years after the acceptance date, the discount percentage received by the City of Greenville will be identical to the discount percentages derived from list-price unit equipment costs and proposed unit costs. The Contractor shall define the discount structure for subscriber equipment.

**6.5. PURCHASE PRICE DISCOUNT YEARS 6 - 10**

For years six (6) through ten (10) after the acceptance date, the City of Greenville's discount from the manufacturer's published equipment list price, as delivered to their authorized sales agents, shall be as follows:

- Subscriber Equipment \_\_\_\_\_%
- Accessories \_\_\_\_\_%

**6.6. PRICE DISCOUNT YEARS 11 - 15**

For years eleven (11) through fifteen (15) after the equipment's acceptance date, the City of Greenville's discount from the manufacturer's published equipment list price as delivered to their authorized sales agents, shall be as follows:

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- Subscriber Equipment \_\_\_\_\_%
- Accessories \_\_\_\_\_%

**6.7. SUBSCRIBER EQUIPMENT PRICING**

Proposers shall develop cost proposals for the subscriber radio, control station, and services listed in this RFP of radio products using the grouped radio for pricing page templates.

Additionally, Proposers shall prepare a detailed optional equipment catalog that describes the full range of options available for all radio groups and indicated portable and mobile radio configurations. The submitted catalog shall include list prices and the proposed discount percentage-reduced initial purchase price.

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## **7. PUBLIC SAFETY RADIO SUBSCRIBERS**

### **7.1. GENERAL**

Currently the City of Greenville utilizes a standard based Project 25 Phase 1 Frequency Division Multiple Access (FDMA) and Phase 2 Time Division Multiple Access (TDMA) simulcast trunking radio system operated by the State of North Carolina known as VIPER. The system was designed to provide 95% mobile coverage statewide. Portable coverage has been determined to be below 95% in-building within the Service Area Reliability at DAQ 3.4 on within the City of Greenville.

Units from the City of Greenville are allowed to utilize the Pitt County P25 trunked system as necessary for mutual aid when providing aid for a County incident.

### **7.2. NPSPAC MUTUAL AID SYSTEM**

The radios will be capable of using the National 7/800MHz Mutual Aid system.

### **7.3. SUBSCRIBER RADIO GROUPS**

Proposers shall develop proposals for the following groups of radio features and functions using the following general format and having, minimally, the following capabilities:

#### **1. FIRE PORTABLE – FIREFIGHTER**

##### FEATURES ACTIVATED/READY TO USE

1. At least 800 talkgroups/channels
2. 700/800MHz operation;
3. APCO Project 25 Phase 1 and Phase 2
4. Multi-line alpha-numeric LCD text display
5. Radio/ Network status icons
6. Limited button keypad

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7. IMBE/AMBE+ vocoders
8. Emergency Button
9. Programmable option buttons
10. Talk group scan
11. System Scan
12. Wide range of optional accessories
13. Spare Battery
14. Separate volume and talk group selection knob
15. Rugged / Fire Rated
16. Noise Cancellation

CAPABLE

17. Private/Individual Call
18. AES voice encryption/multi-key
19. Integrated voice/data
20. Large Knobs
21. GPS

**2. FIRE PORTABLE – ADMIN**

FEATURES ACTIVATED/READY TO USE

1. At least 400 talkgroups/channels
2. 700/800MHz operation;
3. APCO Project 25 Phase 1 and Phase 2
4. Alpha-numeric LCD text display
5. Radio/ Network status icons
6. Full Keypad
7. IMBE/AMBE+ vocoders
8. Emergency Button
9. Programmable option buttons
10. Talk group scan
11. System Scan
12. Wide range of optional accessories
13. Spare Battery

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14. Separate volume and talk group selection knob
15. Noise Cancellation

CAPABLE

16. Private/Individual Call
17. AES voice encryption/multi-key
18. Integrated voice/data
19. GPS

**3. POLICE ADMIN PORTABLE – OFFICER ADMIN**

FEATURES ACTIVATED/READY TO USE

1. At least 400 talkgroups/channels
2. 700/800MHz operation;
3. APCO Project 25 Phase 1 and Phase 2
4. Alpha-numeric LCD text display
5. Radio/ Network status icons
6. Full keypad
7. IMBE/AMBE+ vocoders
8. Emergency Button
9. Programmable option buttons
10. Talk group scan
11. System Scan
12. Wide range of optional accessories
13. Spare Battery
14. Separate volume and talk group selection knob
15. AES voice encryption/multi-key
16. Noise Cancellation

CAPABLE

17. Private/Individual Call
18. Integrated voice/data
19. GPS

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**4. POLICE OFFICER PORTABLE - OFFICER**

FEATURES ACTIVATED/READY TO USE

- 20. At least 400 talkgroups/channels
- 21. 700/800MHz operation;
- 22. APCO Project 25 Phase 1 and Phase 2
- 23. Alpha-numeric LCD text display
- 24. Radio/ Network status icons
- 25. Limited keypad
- 26. IMBE/AMBE+ vocoders
- 27. Emergency Button
- 28. Programmable option buttons
- 29. Talk group scan
- 30. System Scan
- 31. Wide range of optional accessories
- 32. Spare Battery
- 33. Separate volume and talk group selection knob
- 34. AES voice encryption/multi-key
- 35. Noise Cancellation

CAPABLE

- 36. Private/Individual Call
- 37. Integrated voice/data
- 38. GPS

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**7.4. SUBSCRIBER RADIO TYPES & QUANTITIES NEEDED**

The following is a list of subscriber radio quantities, types and accessories that are needed per agency.

The City of Greenville Fire Department

- 24 Quantity 700/800 MHz Remote Mount Mobiles
- 28 Quantity 700/800 MHz Dual Head, Remote Mount Mobiles
- 100 Quantity 700/800 MHz Firefighter, Fire Rated Portables
- 20 Quantity 700/800 MHz Fire Admin, Fire Rated Portables
- 8 Quantity 700/800 MHz Control Stations
- 20 Multi-unit Chargers
- 40 Single-unit Chargers
- 20 Vehicular Charger
- 100 Spare Batteries
- 100 Radio Speaker Microphones – Rugged/Fire
- 20 Radio Speaker Microphone – Standard
- 100 Holster with Strap
- 20 Belt Clip
- 6 Multi-unit Charger Wall Mounting Bracket

Pricing Notes:

- Portables may have optional yellow housing
- Portables must be Hazard Locations rated C1D2.
- Control stations must include antenna systems and the installation of the antenna system, plus a 2-hour battery backup.

The City of Greenville Police

- 175 Quantity 700/800MHz Remote Mount Mobiles
- 10 Quantity 700/800MHz Police Admin
- 240 Quantity 700/800MHz Officer Portables
- 2 Quantity 700/800MHz Control Stations
- 10 Multi-unit Chargers

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- 250 Single-unit Chargers
- 50 Vehicular Chargers
- 250 Spare Batteries
- 250 Radio Speaker Microphones
- 250 Earpieces/lapel
- 427 AES Encryption/Multi-key
- 250 Belt Clips
- 10 Multi-Unit Charger Wall Mounting Bracket
- 2 Control Station Mounting Brackets
- 50 Quarter Wave Short Antenna

Pricing Notes:

Control stations must include antenna systems and the installation of the antenna system, plus a 2-hour battery backup.

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## **8. IDENTIFIED USER NEEDS**

### **8.1. GENERAL**

Proposers to this RFP will not be responsible for the development of talk group structures and will be provided all necessary talk group structure information for programming into their end user subscriber radios.

### **8.2. PUBLIC SAFETY NEEDS**

#### **8.2.1. ENCRYPTION**

Digital voice encryption, using Advanced Multi-band Excited (AMBE+) vocoder technology coupled with the federally approved Advanced Encryption Standard (AES) digital encryption scheme, is a required feature of the end user subscriber radios.

#### **8.2.2. END USER EQUIPMENT**

Law enforcement communications needs have generally shifted from patrol car based, with equipment fixed within vehicles to patrolman based where portable equipment is assigned to individual officers. These same user trends exist within the Fire Service and related public safety agencies.

This migration to portable units, with their reduced output power and often-degraded antenna performance, has placed greater technical demands on radio communications network infrastructures. The coverage needs for mobile-based systems are relatively straightforward as the available effective radiated power from a mobile unit can closely approach that of a base station. Talk-in/talk-out balance for mobile-only operations historically have been readily achieved using straightforward repeater-type configurations.

Portable radio coverage needs place far more stringent demands on radio infrastructure solutions. In most instances, portable radio users often

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operate within radio-resistant areas such as warehouses, office buildings, apartment structures and single-family dwellings. The need for reliable communications within building structures requires increased talk-in/talk-out system gain that impacts system complexity and cost.

Further complicating the design of portable-based radio systems are desired mechanical and ergonomic features, as summarized below:

1. The radio package, itself, must be simple to operate and have a minimum of operator controls or feature selections.
2. Radios contain a microphone, speaker, talk group selector, volume control, power switch, emergency button, and normal transmit push-to-talk button. All of these input/output devices are subject to near-constant physical abuse within a public safety environment.
3. Transmit and receive audio quality and clarity must be high with little evidence of distortion and background “static”. The use of adaptive noise cancellation technology has been shown to materially improve signal clarity in high-noise environment
4. User must be able to disable message authorization tones. In fact, the ability to visually depict different radio talkgroup selections by virtue of radio display color changes is desirable.
5. The volume control must be fully adjustable from zero to maximum audio output level. Volume and talkgroup selection shall not be aggregated into a single knob control.
6. Unit must be extremely rugged to withstand shock and vibration typical of public safety operations. For the Fire Service, other features such as Hazardous Location rating C1D2 operation and the ability for the equipment to survive short-term water submersion are required. Additionally, these highest grouped portable radios must be capable of GPS location transmissions imbedded within P25 voice transactions.

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7. Units must be operable, within the coverage requirements using the smallest half wave flexible antenna available.
8. Radio unit battery packs must provide sufficient power for a twelve-hour work period typical for public safety operations. A range of accessories must be available for support in-field/in-vehicle battery charging.
9. Radio units must be equipped with multi-line alphanumeric displays to more readily identify selected talk groups and operating modes, i.e. clear voice, encrypted voice, unit calling, etc.
10. Radios must be capable of operation with traditional speaker/microphones as well as subminiature radio surveillance accessories.
11. Radio units should be capable of being remotely reprogrammed using the radio system's inherent digital signaling capability. It is highly desirable for radios to also be reprogrammable using local-area private Wi-Fi, Bluetooth and/or commercial cellular (i.e., LTE) connectivity.
12. In addition to the specific desired features indicated above, all furnished equipment must meet minimum equipment requirements identified in Section 8.3

### **8.3. MINIMUM RADIO EQUIPMENT REQUIREMENTS**

This section describes the minimum-acceptable requirements for mobile, portable, and control station. All radio equipment installed by Contractor shall be FCC type accepted under Part 90 of the FCC Rules and Regulations. Additionally, all RFP proposed equipment shall be in current production and shall meet or exceed the requirements of this Section.

The stated minimum requirements, below, for end-user equipment will not necessarily be required on all individual units assigned to differing user

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agencies. Section 6, Pricing Considerations contains those user radio configurations required for each agency/department. All user equipment must be capable of operating on various P25 radio system infrastructures now available from, but not necessarily limited to, major vendors such as JVC Kenwood, L3Harris, Motorola, and Tait. The degree of operations on these other radio systems allows for radio affiliation and use of basic communication functions as defined by current P25 published standards and as verified by independent P25-certified testing facilities.

This RFP allows for vendors to include proprietary features within their radio products to differentiate their products from those offered by competitors. Yet, such proprietary features shall not inhibit the operation and attributes of basic P25 functionality as defined by published TIA-102 trunked feature specifications. Any such degradation found during the implementation of the Contractor's equipment may delay system acceptance and shall be remedied by the Contractor at no additional cost to the City of Greenville.

**8.3.1. MOBILE RADIO EQUIPMENT**

- A. Meet APCO minimum recommendations and EIA/TIA standards for Project-25 Public Safety 700/800MHz trunked radio systems. Furnished equipment must be operable on both Phase 1 and Phase 2 infrastructures.
- B. Incorporate heavy-duty construction, weather-sealed enclosures and weather-sealed controls to meet Military Standard 810 (latest revision) for water, shock, vibration, dust, humidity and high/ low temperature performance.
- C. Allow operations on Project-25 trunked and conventional (analog/Project-25) systems with priority scan of talk groups or channels.
- D. Front mount and rear mount, dual control-head with single rear mount radio and dual radios with single control-head configurations must be

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available to meet the needs of the different public safety departments. Rear mount radios may require weatherproof control heads, speakers, microphones and other accessories (specific for fire operations). Multi-band mobile radio configurations (using one control head/speaker/microphone to simultaneously control two or more mobile radio transceivers or transceivers having broad-spectrum capabilities) must be available to allow 800MHz trunked/800MHz conventional; VHF/800MHz; UHF/800MHz or VHF/UHF operations, depending upon the types of radio transceivers employed.

- E. Incorporate electronic, alphanumeric displays to provide visual indication of system availability, channel/talk group selection, incoming user ID, call alerts and operational status such as scan and channel busy.
- F. Emergency priority button on mobile radio control panels to initiate an emergency priority call.
- G. External alarm dry-contact closure to provide activation of a horn, light, etc. whenever the radio unit is individually called.
- H. Data transmission capability and appropriate accessory connection to devices supplied by others (i.e., vehicular-mounted computing devices).
- I. Digital voice encryption, using P-25 compliant IMBE/AMBE+ vocoder technology and federally approved AES coding, to provide security during transmission and reception of sensitive communications; required for police, capable for fire.
- J. Radio operating software shall be contained in an electrically erasable memory form that allows remote updating of software configurations and related performance data. Unit shall allow software updates/reprogramming locally from a computer or via the P25 radio network (also known as Over-the-Air Programming or OTAP). Sufficient quantities of programming cables and software shall be part of the

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delivered equipment. Additional methods for programming user radio remotely shall be considered in addition to P25 OTAP, such as via a private, local Wi-Fi connection or through other secured commercial means.

- K. Transmit Time-Out Timer to warn the user of excessive transmission length. Time out timer should automatically disable the radio's transmitter after a pre-determined period, thereby eliminating talk group/channel interference caused by either a defective speaker/microphone or PTT button. Timer should be reset upon operator rekeying (PTT) the radio.
- L. Minimum Electrical Specifications as follows:
- Frequency Range: 764 to 869MHz (standard post rebanding public safety frequencies)
  - Channel Capacity: 24 channels/system (8 systems/tiers)
  - Channel Spacing: 25/12.5KHz; NPSPAC
  - 6.25KHz or TDMA Equivalent
  - Talk Group Capacity: 16 talk groups/system
  - Primary Input Voltage: 11 to 16VDC, negative ground
  - Battery Drain: Standby: 1.5 amperes max.
  - Receive: 4.5 amperes max.
  - Transmit: 15.5 amperes max.
  - Environmental: MIL-STD 810 (C,D,E,F&G) for shock, vibration, humidity, temperature and blowing rain. EIA/TIA-603 for shock and vibration stability.
  - Talk Group Selection: Rotary-knob style.

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**Transmitter**

- RF Output Impedance: 50 Ohms
- Output Power: Sufficient power to achieve required coverage, not less than 10 watts
- Frequency Stability: +/- 1.5PPM from -30°C to 60°C
- Modulation Deviation:
  - +/- 5KHz for 25KHz Channel (FM)
  - +/- 4KHz for NPSPAC (FM)
- P25 Phase 1 – C4FM/12KHz channel
- P25 Phase 2 –TDMA
- Audio Response: Within +1, -3dB of a 6dB/ octave
- Audio Distortion: Less than 2% @ 1KHz
- Spurious/Harmonic: -60db below carrier
- Hum and Noise: -45db or greater
- Duty Cycle (EIA): Transmitter 20%

**Receiver**

- Modulation Acceptance: +/- 7KHz
- Selectivity: -60dB minimum for 12.5KHz channel.
- Sensitivity: -116 dBm (5% BER (C4FM))
- Intermodulation: -75dB
- Spurious/Image: -80dB

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- Frequency Stability: +/- 1.5PPM from -30° to 60°C
- Audio Output: 10 watts, with no more than 3% distortion at 1KHz
- Duty Cycle (EIA): Receiver 100%

**8.4. PORTABLE RADIO EQUIPMENT**

- A. Meet APCO minimum recommendations and EIA/ TIA standards for Project-25 Public Safety 700/800MHz trunked radio systems. Furnished equipment must be operable on both Phase 1 and Phase 2 infrastructures.
- B. Heavy duty construction and weather-sealed cases to meet Military Standards 810 C,D,E,F&G for shock, vibration, dust, humidity, high/low temperature and blowing rain.
- C. Allow operations on Project-25 (Phase 1 and 2) trunked and/ or conventional (analog/ Project-25) systems with priority scan of talk groups or channels.
- D. Top-mounted rotary controls with positive stops for volume and channel selection. Control placement must be sufficient to allow gloved-hand operation, as is typically needed by the fire service.
- E. Incorporate electronic, alphanumeric display to provide visual indication of system availability, channel/talk group selected, incoming user ID, call alerts and operational status such as scan, transmit or low battery.
- F. Transmit Time-Out Timer to warn the user that the radio may be transmitting longer than a predetermined time limit and then automatically disable the transmitter. Timer is to be reset upon the operator rekeying (PTT) the radio
- G. No protruding push-to-talk switch, thereby preventing accidental transmitter operation or damage to the switch as caused by impact.



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- H. Protected emergency button to allow easy access when needed but incorporating an ergonomic design whereby the emergency function could not be accidentally activated.
- I. An accessory receptacle shall be provided for the connection of external devices such as remote microphones or combination remote speaker/microphone units (with or without antenna), vehicular adapters and mobile data computer equipment.
- J. Radio operating software shall be contained in an electrically erasable memory form that allows remote updating of software configurations and related performance data. Unit shall allow software updates/reprogramming locally from a computer or via the P25 radio network (also known as Over-the-Air Programming or OTAP). Sufficient quantities of programming cables and software shall be part of the delivered equipment. Additional methods for programming user radio remotely shall be considered in addition to P25 OTAP, such as via a private, local Wi-Fi connection or through other secured commercial means.
- K. Portable radios, batteries and accessories (used by the fire & some police service) proposed must be approved by Factory Mutual as intrinsically safe as per FM Approved Class Number 3640: Approved Standard for Land Mobile Radios for use in Class I, Division 1 Hazardous (Classified) Locations.
- L. Carrying case options should include leather-carrying case with swivel mounts, as well as chemical-resistant cases (nylon or similar plastic material) for use by hazardous material groups.
- M. Optional surveillance accessories such as miniature microphones, earpieces and remote microphones and headset speaker microphones must be available.

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- M. Digital voice encryption, using both APCO Phase 1 and Phase 2 vocoders (i.e., Digital Voice Systems, Inc. IMBE and AMBE+ vocoder, respectively) and federally approved Advanced Encryption Standard (AES) coding, to provide enhanced security during transmission and reception of sensitive communications. It should be possible to re-key encrypted radios remotely via the P25 radio network using a secure method having programmer authentication; required for police, capable for fire.
- N. Provide single unit 120VAC rapid chargers capable of fully charging a discharged high-capacity battery pack within a four-hour period. Provide optional single unit 12VDC rapid chargers for vehicular operation. Quantities required are contained in RFP Section 2.
- O. All battery packs, including spare battery packs, shall utilize Lithium chemistry and shall operate the proposed radio equipment a minimum of twelve-hours using a duty cycle of 5% transmit, 5% receive and 90% standby.
- P. Radios must be operable on post-Rebanding 800MHz NPSPAC frequencies as well as 700/800MHz conventional and trunked frequencies.
- Q. User-programmable audible alert notification in the event of loss of P25 network trunked control channel (i.e., out-of-range condition). This must be a standard feature in present and all future-proposed public safety models. Once an out-of-range condition has been observed, the radio (using a pre-programmed sequence of roaming commands/parameters) shall automatically initial and seek to affiliate with an authorized nearby radio system(s), if available.
- R. Minimum electrical specifications as follows:
- Frequency Range: 764 to 869MHz (standard post Rebanding public safety frequencies)
  - Channel Capacity: 24 channels/system (8 systems/tiers)

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- Talk Group Capacity: 16 talk group/system
- Channel Spacing: 25/12.5KHz; NPSPAC/
- 6.25KHz or TDMA Equivalent
- Temperature Range: -30°C to +60°C
- Humidity:95% relative humidity @ 50°C
- Environmental: MIL STD 810 C,D,E,F&G for shock, vibration, humidity, temperature and blowing rain. EIA/TIA-603 for shock and vibration stability.
- Talk Group Selection: Rotary-knob style

**Transmitter**

- RF Output Impedance:50 Ohms
- Power Output: Sufficient power to achieve required coverage, but not less than 2.5 watts
- Frequency Stability: +/- 1.5PPM from -30°C to +60°C
- Modulation Deviation:
  - +/- 5KHz for 25KHz Channel (FM)
  - +/- 4KHz for NPSPAC (FM)
- P25 Phase 1 – C4FM/12KHz channel
- P25 Phase 2 –TDMA
- Audio Response: Within +1, -3dB of a 6dB/ octave
- Audio Distortion: Less than 2% @ 1KHz

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- Spurious/Harmonic: -75dB
- Duty Cycle (EIA): N/A

**Receiver**

- Mod. Acceptance: +/- 7KHz
- Selectivity:-70dB minimum (25KHz channel)
- Sensitivity: -116 dBm (5% BER (C4FM))
- Intermodulation:-70dB
- Spurious/Image: -70dB
- Frequency Stability: +/-1.5PPM from -30° to +60°C
- Audio Output: 500 milliwatts @ no more than 2% distortion
- Duty Cycle (EIA): Receiver 100%

**8.5. CONTROL STATION EQUIPMENT**

- A. Available either as integrated 120VAC-powered desktop radio cabinet or a remotely located, AC-powered radio package each having the capability of being operated via a separate, extended remote control unit (capacity to be operated from no less than two remote locations within 500ft of host control station).
- B. Provision shall be provided for both local and remote-control operation of the control station.
- C. Meet APCO minimum recommendations and EIA/TIA standards for Project-25 Public Safety 700/800MHz trunked radio systems. Furnished equipment must be operable on both Phase 1 and Phase 2 infrastructures.

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- D. Allow operation on Project-25 (Phase 1 and 2) trunked and conventional (analog/ Project-25) systems with priority scan of talk groups or channels.
- E. Digital voice encryption, using both APCO Phase 1 and Phase 2 vocoders (i.e., Digital Voice Systems Inc. IMBE and AMBE+ vocoder, respectively) and federally approved Advanced Encryption Standard (AES) coding, to provide enhanced security during transmission and reception of sensitive communications. It should be possible to re-key encrypted control station radios remotely via the P25 radio network using a secure method having programmer authentication; required for police, capable for fire.
- F. Incorporate electronic, alphanumeric displays to provide visual indication of system availability, channel/talk group selection, incoming user ID, call alerts and operational status such as scan and channel busy.
- G. Transmit Time-Out Timer to warn the user that the radio may be transmitting longer than a predetermined time limit and then automatically disable the transmitter. Timer is to be reset upon re-keying (PTT) the radio.
- H. Control station packaging shall incorporate sufficient electro-magnetic shielding of radio and power supply components to allow multiple control stations to be located at the same physical site/facility without causing unit-to-unit interference.
- I. Proposed control station radios must be operable on post-Rebanding 800MHz NPSPAC frequencies as well as 700/800MHz conventional and trunked frequencies.
- J. Minimum electrical specifications as follows:
  - Frequency Range: 764 to 869MHz (standard post rebanding public safety frequencies)
  - Channel Capacity: 24 channels/system (8 systems/tiers)
  - Talk Group Capacity: 16 talk groups per system/tier, minimum

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- Channel Spacing:
  - +/- 5KHz for 25KHz Channel (FM)
  - +/- 4KHz for NPSPAC (FM)
- P25 Phase 1 – C4FM/12KHz channel
- P25 Phase 2 –TDMA
- Input Voltage:120VAC, 60Hz, single-phase with 3 conductor grounded line cord
- Environmental: MIL-STD 810 C,D,E,F&G for shock, vibration, humidity, temperature and blowing rain. EIA/TIA-603 for shock and vibration stability.
- Talk Group Selection: Rotary-knob and via remote controller(s)

**Transmitter**

- RF Output Impedance:50 Ohms
- Power Output: Sufficient power to provide required radio coverage, but not less than 10 watts
- Frequency Stability: 1.5PPM from -25°C to 60°C
- Modulation Deviation:
  - +/- 5KHz for 25KHz Channel
  - +/- 2.5KHz for 12.5KHz Channel
  - +/- 4KHz for NPSPAC
- Emission Designators:11K0F3E;8K10F1E;16K0F3E; 8K10F1D
- Spurious/Harmonic: At least 70 dB below carrier

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- Audio Response: Within +1, -3dB of a 6dB/ octave
- Audio Distortion: Less than 3% @ 1KHz
- Duty Cycle (EIA): Transmitter 20%

**Receiver**

- Modulation Acceptance: +/- 7KHz
- Selectivity: -60dB
- Sensitivity: -116 dBm (5% BER (C4FM))
- Intermodulation: -70dB
- Spurious/Image: -75dB
- Frequency Stability: 1.5PPM from -25° to 60°C
- Audio Output: 1.5 watts @ no more than 3% distortion at 1KHz
- Duty Cycle (EIA): Receiver 100%

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**Proposal Authorization Form**

**(To be submitted with each Price Proposal)**

I (or we) do hereby declare that I (or we) have carefully examined this RFP Specification and the annexed Addenda numbered \_\_\_\_\_, and I (or we) have a clear understanding of said Specifications, and shall provide the required communications equipment and the necessary tools, machinery, apparatus, and other means of construction/installation, and to furnish all labor, materials, and services specified in the Contract or called for in the said Specifications (including all taxes/fees) necessary for the completion of the work described herein.

Respectfully submitted,

By:

_____	_____
Authorized Signature	Title

_____	_____
Business Name	Business Address

_____	_____
Telephone Number	Date



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**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) Executor is (Owner) (Partner) (Officer) (Representative) or (Agent), of \_\_\_\_\_, the Proposer that has submitted the attached Proposal Response;
- (2) Such Proposal Response is genuine and is not a collusive or sham Proposal;
- (3) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly, or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal Response has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Proposer, or to fix any overhead, profit or cost element of the Proposer price or the Proposer price of any other proposer, or to secure through any advantage against the City of Greenville or any person interested in the proposed Contract; and
- (4) The price or prices quoted in the attached Proposal Response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_

Subscribed and sworn to, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

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**1.1. BROKERAGE FEE**

The Contractor warrants that he has not employed any person to solicit or secure this Contract upon an agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the City of Greenville the right to terminate the Contract, or, at the discretion of the City of Greenville, to deduct from the Contract price or consideration, the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by contractors upon contracts or established commercial or selling agencies maintained by the Contractor for the purpose of securing business. No elected official or employee of the City of Greenville shall be permitted to share any part of this Contract or any benefit that may arise wherefrom, and any contract made by the City of Greenville in which such individual(s) shall be personally interested shall be void, and no payments shall be made thereon by the City of Greenville or any officers thereof.

**1.2. CONFLICT OF INTEREST**

In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City of Greenville, and in recognition of the Contractor's professional responsibility to the City of Greenville, the Contractor agrees to decline any offer of employment if its independent professional work on behalf of the City of Greenville is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City of Greenville and provide full disclosure of the possible effects of such employment on the Contractor's independent, professional work on behalf of the City of Greenville. Final decision on any disputed offers of other employment for the Contractor shall rest with the City of Greenville.

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**1.3. CONTRACTS**

This Specification and the Proposer's Response will be an integral part of the Contract. Any and all statements made in the Proposal Response will automatically become part of the final Contract for equipment and services. Inability to contractually guarantee any statement made in their Proposal Response will result in Proposer disqualification.

Omission in the Proposal Response of any equipment, services or provisions herein prescribed shall not be construed so as to relieve the Contractor of any responsibility or obligation necessary to the complete and satisfactory installation of any and all systems, equipment, and services specified. Any optional prices quoted must include all equipment, service, features, materials, labor, etc. necessary to make all the features, services, and equipment, which are included, fully functional. The Proposer agrees that the cost of additional equipment, materials, or labor necessary to meet these requirements, which was not otherwise calculated in his Proposal Response, shall be solely at the Contractor's expense.

If there are specific items that are purposefully excluded in the Proposer's indicated price, those must be defined by the Proposer's submittal. If, however, those Proposer-excluded items are what the City of Greenville and its Consultant consider to be normal and customary for a project of this type, any proposal response excluding such items will be graded as not meeting minimum requirements for the appropriate Specification category(s) that are impacted by that exclusion.

Each Proposal Response must be signed by a duly authorized officer who is empowered to contractually bind the Proposer.

The City of Greenville shall enter into contract negotiations with the apparent responsive and best Proposer. Should the City of Greenville be unable to negotiate a Contract with the apparent responsive and best Proposer, the City of Greenville may exercise the right to enter into Contract negotiations with the apparent responsive Proposer having the next-highest evaluation score.

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**1.4. NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted by the City of Greenville or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the City of Greenville shall terminate on the last day of the fiscal period for which appropriations are received without penalty or expense to the City of Greenville of any kind whatsoever. The City of Greenville will immediately notify the Contractor or its assignee of such occurrence. In the event of such termination, the City of Greenville agrees to peaceably surrender possession of the equipment to the Contractor or its assignee on the date of such termination. The Contractor will be responsible for packing all equipment and any freight charges. The City of Greenville will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not during the funding period give priority to other functionally similar equipment or services.

The Contractor shall covenant and agree to indemnify and hold the City of Greenville harmless against any loss, damage liability, cost, penalty, or expense, including attorney's fees, which it is not otherwise agreed to by the City of Greenville in the equipment Contract and which is incurred and arises upon a failure of the City of Greenville to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.

**1.5. TERMINATION FOR CONVENIENCE (“TFC”).**

Without limiting any party’s right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice.

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**1.6. CHOICE OF LAW AND FORUM;**

This contract shall be deemed made in Pitt County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina and not the United Nations Convention on Contracts for the International Sale of Goods. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Pitt County. Such actions shall neither be commenced in nor removed to federal court.

**1.7. PURCHASE PAYMENT SCHEDULE**

The following payment schedule shall apply:

- 20% - at Contract execution
- 50% - at delivery of and inventory by the City of Greenville designee of components to Proposer's warehouse within 2 hours of the City of Greenville
- 15% - upon issuance of portable subscriber equipment and satisfactory completion of all training
- 15% - upon installation of mobile subscriber equipment and control stations and satisfactory completion of all training

The Proposer agrees that all prices quoted in its Proposal Response are valid for one year from the Contract execution date. Future price discounts are valid for the time periods indicated in Section 6.3.

**1.8. CONTRACTOR'S INSURANCE**

The Contractor shall be responsible for any and all loss of material connected with the construction due to unexplained disappearance, theft or misappropriation of any kind or nature. The foregoing provisions shall not

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operate to relieve the Contractor and any Subcontractors of responsibility for loss or damage to their own or rented property or property of their employees of whatever kind or nature, including but not limited to tools, equipment, forms, scaffolding and temporary structures including their contents. The City of Greenville shall in no event be liable for any loss or damage to any of the aforementioned items or any other property of Contractor and any Subcontractors, which is not included in the permanent construction. The Contractor and any Subcontractors hereby waive any right of recovery they may have against the City of Greenville for damage or destruction of property of whatever kind or nature whether it is their own property or property of their employees.

The Contractor shall procure and maintain for the duration of the Contract the following insurance policies as mandated by and with minimum limits set by the City of Greenville's Procurement Policy with coverage for occurrences and claims that may arise from or in connection with the performance of the obligations hereunder by the Contractor, its agents, employees, representatives and subcontractors:

1. A policy or policies to insure the Contractor for legal liability on account of personal injury (including death resulting wherefrom) or loss of or damage to property however arising in the execution of this Contract and specifically including explosion, collapse, and underground damage. The combined liability limits shall not be less than \$2,000,000. This insurance shall include coverage for (a) Premises - Operations; (b) Broad Form Contractual Liability; (c) Products and Completed Operations; (d) Use of Contractors and Subcontractors; (e) Personal Injury; (f) Broad Form Property Damage. "Claims made" form shall not be acceptable. The "occurrence form" shall not have a "sunset clause".
2. The policy or policies for this combined liability shall also include products/completed operations liability for one year after completion of the work and acceptance by the City of Greenville.

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3. A policy to cover the full liability of the Contractor in accordance with the provisions of the Worker's Compensation Law of the State of North Carolina. The Contractor shall also maintain employer's liability coverage with limits of not less than \$2,000,000 per year. The Contractor shall also obtain from its Workers' Compensation Insurance carrier a waiver of subrogation in favor of the City of Greenville.
4. The Contractor will provide evidence of automobiles liability coverage for owned, non-owned and/or hired vehicles in limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
5. The policies or certificates evidencing the coverage provided above shall be submitted at a Pre-Construction Conference prior to commencing any work or the City of Greenville issuance of a formal Notice to Proceed. Such policies or certificates shall provide that insurance will not be materially altered or cancelled without thirty (30) days prior written notice to the City of Greenville.

**1.9. OTHER PROVISIONS**

The insurance policies required by the Contract shall contain, or be endorsed to contain, the following provisions:

1. The City of Greenville, its officers, agents, servants and employees, shall be added as "additional insureds" under the Comprehensive General Liability and Automobile Liability Coverages.
2. The Workers' Compensation and Employer's Liability coverages shall contain an express waiver of all rights of subrogation against the City of Greenville, its officers, agents, servants, and employees, for losses arising from work performed by the Contractor for the City of Greenville.
3. All insurance policies required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or

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reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the City of Greenville.

**1.10. ACCEPTABILITY OF INSURERS**

All insurance required by this Section shall be placed with insurers that are authorized to do business in North Carolina and have a rating of no less than A- in the most current edition of the A.M. Best Insurance Report. Insurers shall have a minimum financial size category of V2I according to A.M. Best.

**1.11. CERTIFICATES OF INSURANCE**

The Contractor shall furnish to the City of Greenville Certificates of Insurance affecting coverage required by this Contract. The certificates are to be signed by a state licensed agent authorized by that insurer to bind coverage on its behalf and endorsements. The certificates and endorsements must be received and approved by the City of Greenville prior to the Contract's effective date.

**1.12. INDEMNITY**

Indemnity shall be negotiated with the apparent responsive and best Proposer as part of Contract negotiations.

END OF FORM



Evaluation Score Sheet

Department	Evaluator	Weighted Score	Technical Performance (50%)	Qualifications & References (30%)	Financial (10%)	Hands On (10%)
F/R	1	88.40	45.95	29.46	5.00	8.00
F/R	2	87.70	45.95	28.75	5.00	8.00
F/R	3	88.95	45.95	30.00	5.00	8.00
PD	4	91.92	50.00	28.92	5.00	8.00
PD	5	91.92	50.00	28.92	5.00	8.00
PD	6	91.92	50.00	28.92	5.00	8.00
IT	7	92.49	49.49	30.00	5.00	8.00
IT	8	92.54	49.54	30.00	5.00	8.00
<b>TOTAL</b>		<b>725.83</b>	<b>386.88</b>	<b>234.95</b>	<b>40.00</b>	<b>64.00</b>
<b>Average Score</b>		90.73				

**Pricing Proposal**

Base Bid Price \$ 3,998,313.48  
 Applies to Apples Price \$ 3,830,017.32

Weighted Score	Technical Performance (50%)	Qualifications & References (30%)	Financial (10%)	Hands On (10%)
85.10	45.95	27.15	10.00	2.00
85.37	45.95	27.42	10.00	2.00
84.96	45.95	27.02	10.00	2.00
89.83	50.00	27.83	10.00	2.00
90.10	50.00	28.10	10.00	2.00
89.83	50.00	27.83	10.00	2.00
92.00	50.00	30.00	10.00	2.00
91.73	50.00	29.73	10.00	2.00
<b>708.92</b>	<b>387.84</b>	<b>225.08</b>	<b>80.00</b>	<b>16.00</b>
88.62				

**Motorola**

\$ 2,496,859.00  
 \$ 3,354,940.75

July 23, 2021

**OBJECT: LETTER OF INTENT FOR PURCHASE OF RADIO EQUIPMENT**

---

Dear Mr. Wayne Farrow

The City of Greenville intends to purchase certain radio equipment from Communications International. The purpose of the letter of intent is to summarize our discussions to date and confirm our respective intentions with respect to the proposed transaction.

1. The City of Greenville intends to purchase the equipment identified in "City of Greenville Pricing Pages" document (Exhibit 1).
2. This purchase is subject to approval of the Greenville City Council and will be heard for consideration at the August 9, 2021 meeting.
3. This purchase is subject to approval of the North Carolina Local Government Commission and will be heard for consideration at the September 14, 2021 meeting.
4. The City of Greenville and Communications International will use their best efforts to execute the purchase agreement as soon as proper approval from Greenville City Council and North Carolina Government Commission is obtained.

Sincerely,

City of Greenville



Ann Wall, City Manager

7/23/21

Date

Communications International



Jeana Quintana, CFO

7/23/21

Date



## City of Greenville Pricing Pages

### Fire Dept - Remote Mount Mobiles

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost	Negotiation Notes
<b>L3Harris XL-185M</b> XL-185M Mobile 700/800 Mhz Single Key DES and AES P25 Trunking Phase 1 & Phase 2 Over the Air Programming (OTAP) Universal XL-Mobile Mounting Kit Think Mount Low Loss Coax Standard XL Microphone External Speaker with Cable XL-CH Control Unit	24	\$8,487.03	\$6,265.28	\$150,366.72	Removed 3DB whip antenna to be replaced with 3DB Laird antenna priced in added items below.
<b>Subtotal Equipment</b>				\$150,366.72	

### Fire Dept - Remote Mount Dual Control Mobiles

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost	Notes
<b>L3Harris XL-185M Dual Controls</b> XL-185M Mobile 700/800 Mhz Single Key DES and AES P25 Trunking Phase 1 & Phase 2 Over the Air Programming (OTAP) Universal XL-Mobile Mounting Kit <del>3DB Antenna with Thick Mount Low Loss Coax</del> Antenna, Base, Stnd Roof Mt Low Loss GPS (2) Standard XL Microphone (2) External Speaker with Cable (2) XL-CH Control Unit Bracket for Control Head Ethernet Cable Power Cable Speaker ACCY Cable	28	\$10,661.03	\$7,895.78	\$221,081.84	Remove 3DB Antenna with Thick Mount Low Loss Coax Add Antenna, Base, Stnd Roof Mt Low Loss GPS (+\$1,890.00)
<b>Subtotal Equipment</b>				\$221,081.84	



Exhibit 1

**Fire Dept - Control Stations (CS) w/ Battery Back up**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
<b>L3Harris XL-185M Control Station</b>				
XL-185M Mobile 700/800 Mhz				
P25 Trunking Phase 1 & Phase 2				
Over the Air Programming (OTAP)				
Cabinet, XL Desktop w/ power/ethernet/assys cables	8	\$8,911.03	\$6,733.28	\$53,866.24
Desktop Microphone				
XL-CH Control Unit				
Mounting Bracket for Control Head				
Single Key DES/AES Encryption				
<b>Subtotal Equipment</b>				<b>\$53,866.24</b>

**Police Dept - Remote Mount Mobiles**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
<b>L3Harris XL-185M</b>				
XL-185M Mobile 700/800 Mhz				
Encryption, 256-AES, 64-DES				
P25 Trunking Phase 1 & Phase 2				
Over the Air Programming (OTAP)				
Universal XL-Mobile Mounting Kit	175	\$9,077.01	\$6,782.76	\$1,186,983.00
Standard Roof Mount Low Loss				
Standard XL Microphone				
External Speaker with Cable				
XL-CH Control Unit				
<b>Subtotal Equipment</b>				<b>\$1,186,983.00</b>

Removed 3DB whip antenna to be replaced with 3DB Laird antenna priced in added items below.



**Exhibit 1**

**Police Dept - Control Stations (CS) w/ Battery Back up**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
<b>L3Harris XL-185M Control Station</b> XL-185M Mobile 700/800 Mhz P25 Trunking Phase 1 & Phase 2 Over the Air Programming (OTAP) Cabinet, XL Desktop w/ power/ethernet/assy cables <b>Desktop Microphone</b> XL-CH Control Unit Mounting Bracket for Control Head Encryption 256-AES, 64-DES	3	\$9,606.01	\$7,254.51	\$21,763.53
<b>Subtotal Equipment</b>				\$21,763.53

**Fire Dept - Portables Firefighters**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
<b>L3Harris XL-185P, PKP, BLK</b> XL-185P Portable 700/800 Mhz Single Key DES and AES P25 Trunking Phase 1 & Phase 2 Over the Air Programming (OTAP) (2) Li-Ion Battery (4800) Hazloc Radio C1D2 Antenna 1/2 wave whip (762-870 MHz) Speaker Mic REVO NC2 C1D2	100	\$5,515.04	\$3,773.79	\$377,379.00
<b>Subtotal Equipment</b>				\$377,379.00

Removed Leather Cases (-\$12,750.00)  
Optional XL Fire Speaker Mic \$495.00 (XF-AE3J)  
(\$445 ea. With \$50 trade in of REVO NC2 C1D2)



**Exhibit 1**

**Fire Dept - Portables Admin**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
L3Harris XL-185P, FKP, BLK XL-185P Portable 700/800 Mhz Single Key DES and AES P25 Trunking Phase 1 & Phase 2 Over the Air Programming (OTAP)	20	\$4,910.04	\$3,863.79	\$77,275.80
Antenna 1/2 wave whip (762-870 MHz) Belt Clip Standard Speaker Mic				
<b>Subtotal Equipment</b>				\$77,275.80

**Fire Dept - Portables Chargers**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
( 40 ) Charger 1 Bay XL185P ( 20 ) Charger 6 Bay XL185P ( 6 ) Wall Mount Kits for 6 Bay XL185P ( 20 ) Charger VC4000 ( 20 ) Power Adapter Kit for VC4000				\$23,017.50
<b>Subtotal Equipment</b>				\$23,017.50

No Change



**Exhibit 1**

**Police Dept - Portables Admin**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost	
L3Harris XL-185P, FKP, BLK XL-185P Portable 700/800 Mhz Encryption 256 - AES, 64 - DES P25 Trunking Phase 1 & Phase 2 Over the Air Programming (OTAP) L-Ion Battery (4800) Antenna 1/2 wave whip (762-870 MHz) CASE, LEATHER, PREMIUM, BELT LOOP, D-SWIVEL REVO NC2 C1D2 Speaker Mic Charger 1 Bay XL185P	10	\$5,880.02	\$4,460.02	\$44,600.20	Remove Metal Belt Clip Add CASE LEATHER, PREMIUM, BELT LOOP, D-SWIVEL (+862.50) Replaced Standard Spkr/Mic with REVO NC2
<b>Subtotal Equipment</b>				<b>\$44,600.20</b>	

**Police Dept - Portables Officers**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost	
L3Harris XL-185P, PKP, BLK XL-185P Portable 700/800 Mhz Encryption 256 - AES, 64 - DES P25 Trunking Phase 1 & Phase 2 Over the Air Programming (OTAP) L-Ion Battery (4800) Antenna 1/2 wave whip (762-870 MHz) Belt Clip Speaker Mic, REVO NC2 C1D2 Charger 1 Bay XL185P	240	\$5,570.02	\$4,227.52	\$1,014,604.80	Remove Standard Speaker Mic Add REVO NC2 Speaker Mic (-\$900.00)
<b>Subtotal Equipment</b>				<b>\$1,014,604.80</b>	



**Exhibit 1**

**Police Dept - Additional**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
( 250 ) Microphone, Palm 2 Wire, Blk				
( 250 ) Antenna 1/2 Wave 762-870 MHz				
( 250 ) Spare Li-Ion Hi-Cap Batteries				
( 10 ) 6 Bay Chargers for XL-185P				\$91,950.00
( 10 ) Wall Mount Kits for 6 Bay				
( 50 ) VC4000 Chargers				
( 50 ) Power Adapters for VC4000				
<b>Subtotal Equipment</b>				\$91,950.00

Removed 1/4 wave antennas, replaced with 1/2 antennas (Spare)

**Programming Equipment**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
( 4 ) USB Programming Cables				
( 4 ) RPM/RPM 2 with annual updates (NO DONGLE)				
( 4 ) USB Type A to Type C Programming Cable				
( 4 ) Dell Latitude Laptop Computers				\$20,608.62
( 1 ) SW, Dist Kit, Profile Manager				
( 1 ) USB Data Cable				
<b>Subtotal Equipment</b>				\$20,608.62

No Change

**Device Manager - Cloud Based Applications**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
<b>Subtotal Equipment</b>				\$0.00



**Exhibit 1**



<b>Additional Items Requested in Negotiations</b>						Items added after final negotiation review Specify final configuration at time of order
KYDEX 29 Holster (w/ D-Ring or Belt Loops)	100		\$39.95		\$35,342.68	
Leather Strap for Holster (PN-CC14524-001)	100		\$45.00		\$3,995.00	
Havis Console Upper Trim (PN-CEB30HXLP)	227		\$30.28		\$6,873.56	
Havis Console Lower Trim (PN-CFP)	227		\$11.56		\$2,624.12	
Dongles for Tactical headsets (estimated)	20		\$150.00		\$3,000.00	
Tactical headset (Liberator 2 Helmet)	3		\$1,000.00		\$3,000.00	
Laird antenna (ETRA8063)	227		\$50.00		\$11,350.00	
<b>Training/ATP/MP</b>						
Train the Trainer Subscription/RPM (10 students)					\$37,171.80	
Acceptance Testing per agreed ATP						
On-site PM during project implementation						
<b>Terminal Services</b>						
Develop profiles					\$59,348.27	
Program mobiles/portables/control stations						
Operational testing						
<b>Installation Services</b>						
Install rear mount mobiles					\$196,995.30	
Install dual control mobiles						
Decommission existing mobiles						
Control station parts antenna systems						
Install control stations						
2 hour battery back up system (UPS) x 11	11		\$481.50	\$5,296.50	\$5,296.52	
<b>BID Bond</b>						
Bond per RFP requirements					\$46,142.23	
<b>Total for Equipment and Services</b>						\$3,663,794.05
Special Quantity Discount					-\$366,379.41	
<b>RFP Price for Equipment and Services</b>						\$3,297,414.65



Exhibit 1

**Terminal Maintenance**

Description	Number Req'd	Unit Cost	Extended Cost	
YEAR 1 PREVENTIVE TERMINAL MAINTENANCE	608	\$0.00	\$0.00	Included with 5 year warranty
YEAR 2 PREVENTIVE TERMINAL MAINTENANCE	608	\$0.00	\$0.00	Included with 5 year warranty
YEAR 3 PREVENTIVE TERMINAL MAINTENANCE	608	\$0.00	\$0.00	Included with 5 year warranty
YEAR 4 PREVENTIVE TERMINAL MAINTENANCE	608	\$0.00	\$0.00	Included with 5 year warranty
YEAR 5 PREVENTIVE TERMINAL MAINTENANCE	608	\$0.00	\$0.00	Included with 5 year warranty
YEAR 6 TERMINAL MAINTENANCE AND DEPOT REPAIR	608	\$162.00	\$98,496.00	
YEAR 7 TERMINAL MAINTENANCE AND DEPOT REPAIR	608	\$162.00	\$98,496.00	
YEAR 8 TERMINAL MAINTENANCE AND DEPOT REPAIR	608	\$162.00	\$98,496.00	
YEAR 9 TERMINAL MAINTENANCE AND DEPOT REPAIR	608	\$162.00	\$98,496.00	
YEAR 10 TERMINAL MAINTENANCE AND DEPOT REPAIR	608	\$162.00	\$98,496.00	
System Subtotal			\$492,480.00	
<b>Maintenance Total</b>			<b>\$492,480.00</b>	

**Immediate & Future Discounts**

Description		Discount %		
First Five Years - Pricing Per RFP Pricing Pages				
Purchase Price Discount Years 6 - 10		25%		
Subscriber Equipment-L3Harris		25%		
Accessories-L3Harris		25%		
L3Harris Spare Parts		25%		

**Financing**

Description				
3-years 1.55% .34372				
5-years 1.61% .20976				
7-years 1.73% .15291				



**Exhibit 1**

# PURCHASE CONTRACT

This contract is dated, made, and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_ between the City of Greenville , a N.C. municipal corporation (the "City" or "Client") and Communications International, Inc. (corporation) ("Seller," "Vendor," and "Contractor").

- I. This contract is for supply and delivery of equipment described in Exhibit 5 entitled "City of Greenville Pricing Pages", for use by the City, including the City Fire and Rescue Department. In addition, this contract is for the service and maintenance of the above referenced equipment which shall be under warranty as provided herein.
- II. Seller is a (*check one*):  corporation;  limited liability company;  limited partnership;  general partnership;  proprietorship.
- III. If Seller is a corporation, limited liability company, or limited partnership, Seller is organized under the laws of the State of Georgia.

### IT IS AGREED:

1. Seller, in consideration of the sums to be paid as provided in this contract, including in accordance with section 3 below, agrees to sell to the City, the goods described in the following exhibits. In addition, Seller shall provide the associated services to the goods described in the exhibits and made a part of this contract.

In response, the City agrees to purchase, at the times and prices, and in the quantities and qualities, the goods described in the following exhibits, which are made a part of this contract.

<u>XX</u> Request for Proposal, RFP #20-21-35 issued April 30, 2021, 59 pages; Exhibit _1	<u>X X</u> Responder's Response to request for proposal, Technical Requirements, Exhibit 2	<u>XX</u> Responder's Response to request for proposal, Pricing Exhibit 3
<u>X X</u> Standard Contract Terms below; Exhibit 4	<u>X X</u> Final Pricing Sheet, Exhibit 5	

2. In the files of the City's Financial Services, this contract is associated with RFP #20-21-35. The City's contact is Ms. Denisha Harris, Financial Services, or Fire Marshal Bryant Beddard, Fire Department, City of Greenville, 201 West 5<sup>th</sup> Street, Greenville, NC 27858 Email: [dharris@greenvillenc.gov](mailto:dharris@greenvillenc.gov) or [bbeddard@greenvillenc.gov](mailto:bbeddard@greenvillenc.gov)

3. The City shall make payment in the amount required by this contract after Seller's satisfactory completion of performance, in accordance with billing and payment clauses. The sum to be paid under this contract is \$1,154,043.97.

WHEREFORE, the City has caused this contract to be executed under authority of its City Council, and Seller (if corporate) has executed this contract under seal by authority of its board of directors; if not corporate, Seller has executed this contract under seal pursuant to proper authority.

CITY OF GREENVILLE

By: \_\_\_\_\_  
P.J. Connelly, Mayor

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

[Seal]

**NORTH CAROLINA  
PITT COUNTY**

I \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that she is Clerk of CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the CITY OF GREENVILLE, the foregoing instrument was signed in its corporate name by its Mayor, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and Notarial Seal, this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

*(Official Seal)*

Seller:  
Communications International Inc.

By: \_\_\_\_\_(Seal)  
\_\_\_\_\_, officer

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that \_\_\_\_\_ personally appeared before me this day, acknowledging to me that she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein:

Witness my hand and Notarial Seal, this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary's printed or typed name

(Official Seal)

.....  
The individuals executing this contract for Seller warrant that they have authority to execute this contract on behalf of Seller.

**Instructions for Completing Contract**

1. Unless the City specifies otherwise, Seller must complete and sign this contract in duplicate originals and return it within the time period, if any, specified by the City in its request for Seller to sign, to the City's Financial Services Department for execution by the City. After the City signs the contract, the City will return a copy signed by the City.
2. **Seller's Status; Authorized Signers.** One of these subsections (a, b, or c) applies.  
**(a) SELLER IS A CORPORATION.** If Seller is a **corporation** -
  - (i) The corporation agrees that it is signing the contract under seal.
  - (ii)The full correct corporate name must be used. If a corporate division is involved, the corporation (not the division) should execute the contract.

- (iii) This signature must be that of one of the following: (1) chairperson, president, chief executive officer, vice president, assistant vice-president, treasurer, chief financial officer, or (2) a person authorized by the board of directors to execute contracts in general or this particular contract.
- (iv) If someone other than chairperson, president, chief executive officer, vice-president, assistant vice-president, treasurer, chief financial officer signs, then you must attach a copy of the resolution of the board of directors authorizing the other person to sign the contract. That copy of the resolution must be certified by a corporate secretary, with the corporation's seal impressed on it. A resolution in the following form will comply with the requirements of this subpart "iv," although other forms may also be acceptable:

<b>Resolution Authorizing Execution of Contracts</b>	
<p>RESOLVED, that _____ (name of person authorized to sign) shall have authority to enter into contracts with the City of Greenville, N.C., in the name of and on behalf of Communications International, Inc. related to City of Greenville RFP #20-21-35.</p> <p>I, a Secretary or Assistant Secretary of the corporation whose name is stated above, certify that the foregoing is a true copy of a resolution duly adopted by the Board of Directors of the corporation, and that the resolution is still in effect.</p> <p>This the _____ day of _____, 20____. _____</p> <p>(Affix corporate seal) <span style="float: right;">Secretary of Assistant Secretary</span></p>	

**(b) SELLER IS A LIMITED LIABILITY COMPANY.** If Seller is a **limited liability company**, a manager is the standard person to sign. If the LLC's "operating agreement" specifically says that someone else may sign contracts, and that other person is signing this contract, please provide a copy of the following from the operating agreement: pages 1, 2, and signature pages; and the page containing the appointment of the person who is signing other than the LLC's manager. Please mark the text that makes that appointment.

**(c) SELLER IS AN INDIVIDUAL OR PARTNERSHIP.** If Seller is an **individual**, including an individual doing business under a business name, the individual owner must sign. If Seller is a **partnership**, a general partner must sign.

**3. Summary of Goods and Services.** The description in section I (which begins "This contract is for...") on the front of this document is only a summary and is intended only for general reference. The details of the purchase are described elsewhere and control over this summary.

**Standard Contract Terms.**

If the bidder is awarded the contract, the bidder and the City will sign the **City's Purchase Contract**, which includes Standard Contract Terms below (and other contract terms set forth in RFP #20-21-35).

**STANDARD CONTRACT TERMS- Exhibit 4**

Sec. 1. RFP means Request for Proposal #20-21-35 and/or RFP #20-21-35 which is a part of this contract.

Sec. 2. Definition of "Work"; Presumption that Duty is Seller's. In this contract, "Work" means the services that Seller is required to perform pursuant to this contract and all of Seller's duties to the City that arise out of this contract, including the duty to supply goods. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of Seller.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, Seller shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Seller's Billings to City. Compensation. Seller shall comply with the City's directions regarding sending invoices to the City for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. As provided in the RFP (2.3), within thirty days after the City receives an invoice, the City shall send Seller a check in payment for all undisputed amounts contained in the invoice.

Sec. 6. Reserved.

Sec. 7. Insurance. See RFP (2.16; 1.8-1.11, pg. 56-59).

Sec. 8. Performance of Work by City. If Seller fails to perform the Work in accordance with the schedule required by this contract, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies, including but not limited to **RFP (4.15)**. Before doing so, the City shall give Seller notice of its intention. Seller shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Reserved.

Sec. 10. Notice. (a) This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City: This information is on the Purchase Contract.

To Seller: The Bidder's mailing address and other information from the Bidder Information Form will be used.

(b) Change of Address. Date Notice Deemed Given. A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs. If the notice is undeliverable because the information given to the City under this section is incorrect, incomplete, or out of date, the notice will be deemed given and sent on the date that the City attempted to deliver by fax, or the date the City placed the notice in the custody of UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or the U. S. Postal Service for certified United States mail, return receipt requested.

Sec. 11.1 Indemnification I. (a) To the maximum extent allowed by law, Seller shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of Seller or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," Seller shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding Seller. (c) Other Provisions Separate. Nothing in

this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of Seller under this contract. (e) Limitations of Seller's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require Seller to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 11.2. Warranties and Indemnification II. In addition to other warranties made in this transaction, Seller represents and warrants that all of the products (which includes goods, items, and other things) furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless the City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any (i) actual or alleged infringement of any such patent, trademark, or other rights, or (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this contract. Without reducing the City's rights under this section, Seller, in case of an actual or threatened claim, may at Seller's option and expense procure for the City the right to continue using the products furnished under this contract. (However, the preceding sentence does not pertain to part "(ii)" of the first sentence of this section.) In addition to other warranties made in this transaction, Seller warrants that all of the products (which includes goods, items, and other things) furnished under this contract must be in conformity with applicable NC and federal statutes and regulations; except to the extent other contract documents provide otherwise, not have been used; and must be at least such as (a) pass without objection in the trade under the contract description; (b) in the case of fungible goods, are of fair average quality within the description; (c) are fit for the ordinary purposes for which such goods are used; (d) run, within the variations permitted by the contract, of even kind, quality and quantity within each unit and among all units involved; (e) are adequately contained, packaged, and labeled as the contract may require; and (f) conform to the promises or affirmations of fact made on the container or label if any.

Sec. 12. Termination for Convenience ("TFC"). See RFP (1.5, pg. 55 of 59).

Sec. 13. State Law Provisions.

(a) E-Verify Requirements. See RFP (2.6).

(b) Iran Divestment Act Certification. See RFP (2.17).

Sec. 14. Miscellaneous

(a) Choice of Law and Forum; Service of Process. See RFP (1.6, pg. 56 of 59).

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.



(e) Assignment. Successors and Assigns. Without the City's written consent, Seller shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, Seller and all assignees shall be subject to all of the City's defenses and shall be liable for all of Seller's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting Seller the right to assign, it is agreed that the duties of Seller that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, Seller shall comply with all applicable law.

(g) No Third Party Rights Created. This contract is intended for the benefit of the City and Seller and not any other person.

(h) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to the Purchase Contract; the Purchase Contract includes these Standard Contract Terms and other documents incorporated into the Purchase Contract. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2 of these Standard Contract Terms. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(i) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(j) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or Seller's services under this contract, that power may be exercised by City Manager without City Council action.

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Byron Hayes, Director of Financial Services      Date \_\_\_\_\_

Account Number:

Project Code (If Applicable):

## City of Greenville Fire Dept. Pricing Pages

### Fire Dept - Remote Mount Mobiles

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
<b>L3Harris XL-185M</b> XL-185M Mobile 700/800 Mhz Single Key DES and AES P25 Trunking Phase 1 & Phase 2 Over the Air Programming (OTAP) Universal XL-Mobile Mounting Kit 3DB Antenna with Think Mount Low Loss Coax Standard XL Microphone External Speaker with Cable XL-CH Control Unit	24	\$8,487.03	\$6,340.28	\$152,166.72
<b>Subtotal Equipment</b>				\$152,166.72

### Fire Dept - Remote Mount Dual Control Mobiles

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
<b>L3Harris XL-185M Dual Controls</b> XL-185M Mobile 700/800 Mhz Single Key DES and AES P25 Trunking Phase 1 & Phase 2 Over the Air Programming (OTAP) Universal XL-Mobile Mounting Kit 3DB Antenna with Thick Mount Low Loss Coax Antenna, Base, Std Roof Mnt Low Loss GPS (2) Standard XL Microphone (2) External Speaker with Cable (2) XL-CH Control Unit Bracket for Control Head Ethernet Cable Power Cable Speaker ACCY Cable	28	\$10,661.03	\$7,970.78	\$223,181.84
<b>Subtotal Equipment</b>				\$223,181.84

### Fire Dept - Control Stations (CS) w/ Battery Back up

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
<b>L3Harris XL-185M Control Station</b> XL-185M Mobile 700/800 Mhz P25 Trunking Phase 1 & Phase 2 Over the Air Programming (OTAP) Cabinet, XL Desktop w/ power/ethernet/assy cables Desktop Microphone XL-CH Control Unit Mounting Bracket for Control Head Single Key DES/AES Encryption	8	\$8,911.03	\$6,733.28	\$53,866.24
<b>Subtotal Equipment</b>				\$53,866.24

**Fire Dept - Portables Firefighters**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
<b>L3Harris XL-185P, PKP, BLK</b> XL-185P Portable 700/800 Mhz Single Key DES and AES P25 Trunking Phase 1 & Phase 2 Over the Air Programming (OTAP) (2) Li-Ion Battery (4800) Hazloc Radio C1D2 Antenna 1/2 wave whip (762-870 MHz) <del>Leather Case with strap</del> Speaker Mic REVO NC2 C1D2	100	\$5,515.04	\$3,773.79	\$377,379.00
<b>Subtotal Equipment</b>				\$377,379.00

**Fire Dept - Portables Admin**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
<b>L3Harris XL-185P, FKP, BLK</b> XL-185P Portable 700/800 Mhz Single Key DES and AES P25 Trunking Phase 1 & Phase 2 Over the Air Programming (OTAP) (2) Li-Ion Battery (4800) Antenna 1/2 wave whip (762-870 MHz) Belt Clip Standard Speaker Mic	20	\$4,910.04	\$3,863.79	\$77,275.80
<b>Subtotal Equipment</b>				\$77,275.80

**Fire Dept - Portables Chargers**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
( 40 ) Charger 1 Bay XL185P ( 20 ) Charger 6 Bay XL185P ( 6 ) Wall Mount Kits for 6 Bay XL185P ( 20 ) Charger VC4000 ( 20 ) Power Adapter Kit for VC4000				\$23,017.50
<b>Subtotal Equipment</b>				\$23,017.50

**Programming Equipment**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
( 4 ) USB Programming Cables ( 4 ) RPM/RPM 2 with annual updates (NO DONGLE) ( 4 ) USB Type A to Type C Programming Cable ( 4 ) Dell Latitude Laptop Computers ( 1 ) SW, Dist Kit, Profile Manager ( 1 ) USB Data Cable				\$20,608.62
<b>Subtotal Equipment</b>				\$20,608.62

**Device Manager - Cloud Based Applications**

Equipment Description	Number Req'd	List Unit Cost	Unit Cost	Extended Cost
<b>Subtotal Equipment</b>				\$0.00

<b>Additional Items</b>				
KYDEX Z9 Holster (w/ D-Ring or Belt Loops)	100	\$39.95		\$3,995.00
Leather Strap for Holster (PN-CC14524-001)	100	\$45.00		\$4,500.00
<b>Subtotal Equipment</b>				\$8,495.00

**Terminal Maintenance**

Description	Number Req'd		Unit Cost	Extended Cost
YEAR 1 PREVENTIVE TERMINAL MAINTENANCE	180		\$0.00	\$0.00
YEAR 2 PREVENTIVE TERMINAL MAINTENANCE	180		\$0.00	\$0.00
YEAR 3 PREVENTIVE TERMINAL MAINTENANCE	180		\$0.00	\$0.00
YEAR 4 PREVENTIVE TERMINAL MAINTENANCE	180		\$0.00	\$0.00
YEAR 5 PREVENTIVE TERMINAL MAINTENANCE	180		\$0.00	\$0.00
YEAR 6 TERMINAL MAINTENANCE AND DEPOT REPAIR	180		\$162.00	\$29,160.00
YEAR 7 TERMINAL MAINTENANCE AND DEPOT REPAIR	180		\$162.00	\$29,160.00
YEAR 8 TERMINAL MAINTENANCE AND DEPOT REPAIR	180		\$162.00	\$29,160.00
YEAR 9 TERMINAL MAINTENANCE AND DEPOT REPAIR	180		\$162.00	\$29,160.00
YEAR 10 TERMINAL MAINTENANCE AND DEPOT REPAIR	180		\$162.00	\$29,160.00
System Subtotal				\$145,800.00
<b>Maintenance Total</b>				<b>\$145,800.00</b>

<b>Training/ATP/PMP</b>				\$37,171.80
Train the Trainer Subscription/RPM (10 students)				
Acceptance Testing per agreed ATP				
On-site PM during project implementation				
<b>Terminal Services</b>				\$23,138.76
Develop profiles				
Program mobiles/portables/control stations				
Operational testing				
<b>Installation Services</b>				\$72,531.05
Install rear mount mobiles				
Install dual control mobiles				
Decommission existing mobiles				
Control station parts antenna systems				
Install control stations				
2 hour battery back up system (UPS) x 8	8	\$481.50	\$3,852.00	\$5,296.52
<b>BID Bond</b>				\$46,142.23
Bond per RFP requirements				
<b>Total for Equipment and Services</b>				<b>\$1,266,071.08</b>
Special Quantity Discount				-\$112,027.11
<b>RFP Price for Equipment and Services</b>				<b>\$1,154,043.97</b>



# City of Greenville, North Carolina

Meeting Date: 11/22/2021

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**Title of Item:** Resolution Authorizing Execution of Instruments Related to Development Agreement with Greenville Ventures NC, LLC

**Explanation:** The City of Greenville and Greenville Ventures NC, LLC (“Buyer”) entered into a Development Agreement with an effective date of September 10, 2020, for the development of a 100-room hotel on two City parcels located at 421 and 423 Evans Street in the heart of Uptown Greenville. The Buyer has a duty under the agreement to purchase the above-referenced parcels for the development of the hotel and close by December 9, 2021.

The City and Greenville Ventures NC, LLC have scheduled to close on the sale of the City-owned parcels on November 23, 2021 at the Council Adopted Development Agreement price of \$203,000.00. The purpose of this item is to authorize the Mayor or City Manager to sign any instruments on the City’s behalf effectuating the terms of the Development Agreement including but not limited to: deed conveying the property, lease for parking spaces, release of City easements, and any other contracts or instruments related to or necessary to effectuate the project. Attached for Council consideration is a resolution authorizing execution of the related documents.

**Fiscal Note:** The City-owned parcels will be conveyed to Greenville Ventures NC, LLC at the Development Agreement price of \$203,000.00.

**Recommendation:** City Council approve the Resolution Authorizing the Mayor or City Manager to Execute Instruments (including Deed and Lease Agreement) Related to Development Agreement With Greenville Ventures NC, LLC

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## ATTACHMENTS

 [Evans Street Hotel Resolution Final 11-22-21.DOCX](#)

RESOLUTION NO. \_\_\_\_\_  
RESOLUTION AUTHORIZING EXECUTION OF DEED, LEASE AGREEMENT,  
AND OTHER INSTRUMENTS RELATED TO DEVELOPMENT AGREEMENT  
WITH GREENVILLE VENTURES, LLC

WHEREAS, on August 17<sup>th</sup>, 2020, the City Council approved the sale of real property to Greenville Ventures, LLC (“Developer”), as part of an economic development project to build a new hotel in the downtown Greenville area (the “Project”), through the enactment of Resolution No. 036-20; and

WHEREAS, the provisions of the Local Development Act, North Carolina General Statute § 158-7.1 authorize the City to provide incentives to support the Project; and

WHEREAS, the City now desires to convey the subject property to Developer, and ratify and/or enter into all required contracts to consummate and facilitate the economic development Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that:

- 1) The Mayor or City Manager is authorized to execute all required contracts and other instruments for the Project on behalf of the City of Greenville, including but not limited to: the deed, lease for parking spaces, release of City- owned easements, and any other contracts or instruments related to the Project, all as the Mayor or City Manager reasonably determine are necessary to effectuate the Project; and
- 2) All prior economic development agreements which have been executed for the Project, including any other contracts related to or necessary to effectuate the Project, are hereby ratified.

Based upon the above, the City Council approves the authorization for the Mayor or City Manager to execute all required contracts and instruments for the Project on behalf of the City of Greenville, including but not limited to: the deed, lease for parking spaces, release of City- owned easements, and any other contracts or instruments related to or necessary to effectuate the Project, and ratifies any previously executed contracts related to the Project.

This the \_\_\_ day of November, 2021.

\_\_\_\_\_  
P.J. Connelly, Mayor

ATTEST:

\_\_\_\_\_, City Clerk



# City of Greenville, North Carolina

Meeting Date: 11/22/2021

**Title of Item:** Various tax refunds greater than \$100

**Explanation:** Pursuant to North Carolina General Statute 105-381, refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County Tax Assessor. Pitt County Commissioners have previously approved these refunds; they are before City Council for their approval as well. These refunds will be reported as they occur when they exceed \$100.

The Director of Financial Services reports refunds of the following taxes:

Payee	Adjustment Refunds	Amount
Amrock LLC	Real State	372.58
Church of God of Purpose	Real Estate	482.77
Corelogic Real Estate Tax	Real Estate	7,172.31
Dull, Vic	Real Estate	904.53
Fillingame, Joyce N	Real Estate	362.20
Hardy, Sam Jr	Real Estate	308.73
Harris, Carolyn Jean	Real Estate	339.19
Jackson, Leslie	Real Estate	522.18
Lambert, Nancy Jean	Real Estate	287.52
Lereta LLC	Real Estate	705.55
Manson, Gloria	Real Estate	279.27
McBryde, Walter Graham Jr	Real Estate	332.94
Richardson, Esther R.	Real Estate	850.25
Shepherd, Mena Michelle	Real estate	545.92
Stallings, Helen Elizabeth	Real Estate	192.18
Sutton, Mary Ann	Real Estate	297.10
Vanderbilt Mortgage & Finance Inc	Real Estate	312.28
Wells Fargo Real Estate Tax Services	Real Estate	884.19



Allen, Gary Thomas	Registered Motor Vehicle	256.88
Amers, Anthony Brian	Registered Motor Vehicle	120.60
Benson, Jimmie Allen	Registered Motor Vehicle	783.94
Bridges, Carol Summer	Registered Motor Vehicle	116.58
Burrus, Edward Jefferson	Registered Motor Vehicle	126.17
Carr, David James	Registered Motor Vehicle	108.88
Claus, Stephan Thomas	Registered Motor Vehicle	176.00
Cypress Farms LLC	Registered Motor Vehicle	169.99
Ellis, Janet Barkhouse	Registered Motor Vehicle	107.39
Gibson, Nicholas Taylor	Registered Motor Vehicle	166.86
Hawkins, Michael Van	Registered Motor Vehicle	180.75
Hoell, Henry Willis	Registered Motor Vehicle	178.25
Keels, Ava Candace	Registered Motor Vehicle	137.62
Kimura, Koji	Registered Motor Vehicle	147.27
King, Willard Charles	Registered Motor Vehicle	123.30
McCarthy, Mark Goodwin	Registered Motor Vehicle	216.18
McLawhorn, Alonza J. Jr	Registered Motor Vehicle	119.51
McLawhorn, Sothey Stancill Jr	Registered Motor Vehicle	196.35
Mills, James Ervin Jr	Registered Motor Vehicle	383.68
Ray, Angel Holland	Registered Motor Vehicle	138.34
Ray, Anthony Wayne	Registered Motor Vehicle	566.56
Roddy, Brett Alton	Registered Motor Vehicle	184.48
Ronald McDonald House of Eastern NC	Registered Motor Vehicle	228.22
Smith-Obrien, Michael Patrick	Registered Motor Vehicle	236.48
Stokes, Chad Shepard	Registered Motor Vehicle	124.81
Tilley, Christopher Scott	Registered Motor Vehicle	338.37
Tyer, Edward Junior	Registered Motor Vehicle	312.82
Wakefield, Jeffrey Alan	Registered Motor Vehicle	181.74
Willingham, Jeffrey Reeves	Registered Motor Vehicle	273.43
Willoughby, Renee Shon-tres	Registered Motor Vehicle	100.32

**Fiscal Note:** The total refunded is \$21,653.46

**Recommendation:** Approval of taxes refunded by City Council



City of Greenville,  
North Carolina

Meeting Date: 11/22/2021

**Title of Item:** Budget Ordinance Amendment #4A to the 2021-22 City of Greenville Budget (Ordinance #21-035)

**Explanation:** Attached for consideration at the November 22, 2021 City Council meeting is an ordinance amending the 2021-22 City of Greenville Budget (Ordinance #21-035).

For ease of reference, a footnote has been added to each line item of the Budget Ordinance Amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To appropriate fund balance in the Convention & Visitors Authority Fund to recognize additional Occupancy Tax collected in fiscal year 2020-21.	CVA	\$117,648

**Fiscal Note:** The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2021-22 Revised Budget</u>	<u>Amendment #4A</u>	<u>2021-22 Budget per Amendment #4A</u>
Convention & Visitors Authority	\$1,400,450	\$117,648	\$1,518,098

**Recommendation:** Approve Budget Ordinance Amendment #4A to the 2021-2022 City of Greenville Budget (Ordinance #21-035).

ATTACHMENTS

 [Budget\\_Amendment\\_4A.xlsx](#)

**ORDINANCE NO. 21-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#4A) Amending the 2021-22 Budget (Ordinance #21-035)**

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES ORDAIN:

**Section I: Estimated Revenues and Appropriations. Pitt-Greenville Convention and Visitors Authority Fund, of Ordinance #21-035 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

<b>Budget Amendment #4A</b>				
	<b>2021-22 Original Budget</b>	<b>A.</b>	<b>Total Amend #4A</b>	<b>2021-22 Budget per Amend #4A</b>
<b>ESTIMATED REVENUES</b>				
Coccupancy Tax (2%)	\$ 516,667	\$ -	\$ -	\$ 516,667
Coccupancy Tax (1%)	258,333	-	-	258,333
Capital Reserve	300,000	-	-	300,000
Investment Earnings	450	-	-	450
Miscellaneous Revenue	25,000	-	-	25,000
Appropriated Fund Balance	75,000	117,648	117,648	192,648
PPP	100,000	-	-	100,000
Capital Reserve/CVB	125,000	-	-	125,000
<b>Total Revenues</b>	<b>\$ 1,400,450</b>	<b>\$ 117,648</b>	<b>117,648</b>	<b>\$ 1,518,098</b>
<b>APPROPRIATIONS</b>				
Pitt-Greenville Convention and Visitors Authority	\$ 1,400,450	\$ 117,648	\$ 117,648	\$ 1,518,098
<b>Total Appropriations</b>	<b>\$ 1,400,450</b>	<b>\$ 117,648</b>	<b>\$ 117,648</b>	<b>\$ 1,518,098</b>

**Section II: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:**

Adopted this 22nd day of November, 2021

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie P. Shiuwegar, City Clerk



# City of Greenville, North Carolina

Meeting Date: 11/22/2021

**Title of Item:** Public Hearing on Redistricting Plan Option B2

**Explanation:** The purpose of this public hearing is to receive public comment on the proposed revisions to the City's electoral districts. The Council has selected Option B2 (attached) as its preferred plan.

Background:

At the September 9, 2021 City Council Meeting, Redistricting Consultants (Blake Esselstyn and Adam Mitchell Esq.) reviewed redistricting plans which were developed in accordance with criteria previously approved by Council. Based on the criteria adopted by Council, the Consultants developed three plans: Options A, B and C.

Council authorized City staff and consultants to develop a robust public engagement process. This included placing copies of the draft redistricting plans in strategic locations throughout the city, creating a website that discussed redistricting and accepted comments from members of the public, and hosting three public engagement sessions open to members of the public.

On October 27, 2021, Council held a special meeting on redistricting and indicated that its preference was to consider various alternatives to the Option B plan (in effect, eliminating from consideration Options A and C).

Council at its November 8, 2021 meeting, indicated that its preferred plan was Option B2 and authorized that a public hearing on Option B2 be held on November 22, 2021.

Notice of the public hearing was given by newspaper advertisement.

**Fiscal Note:** There is no fiscal impact.

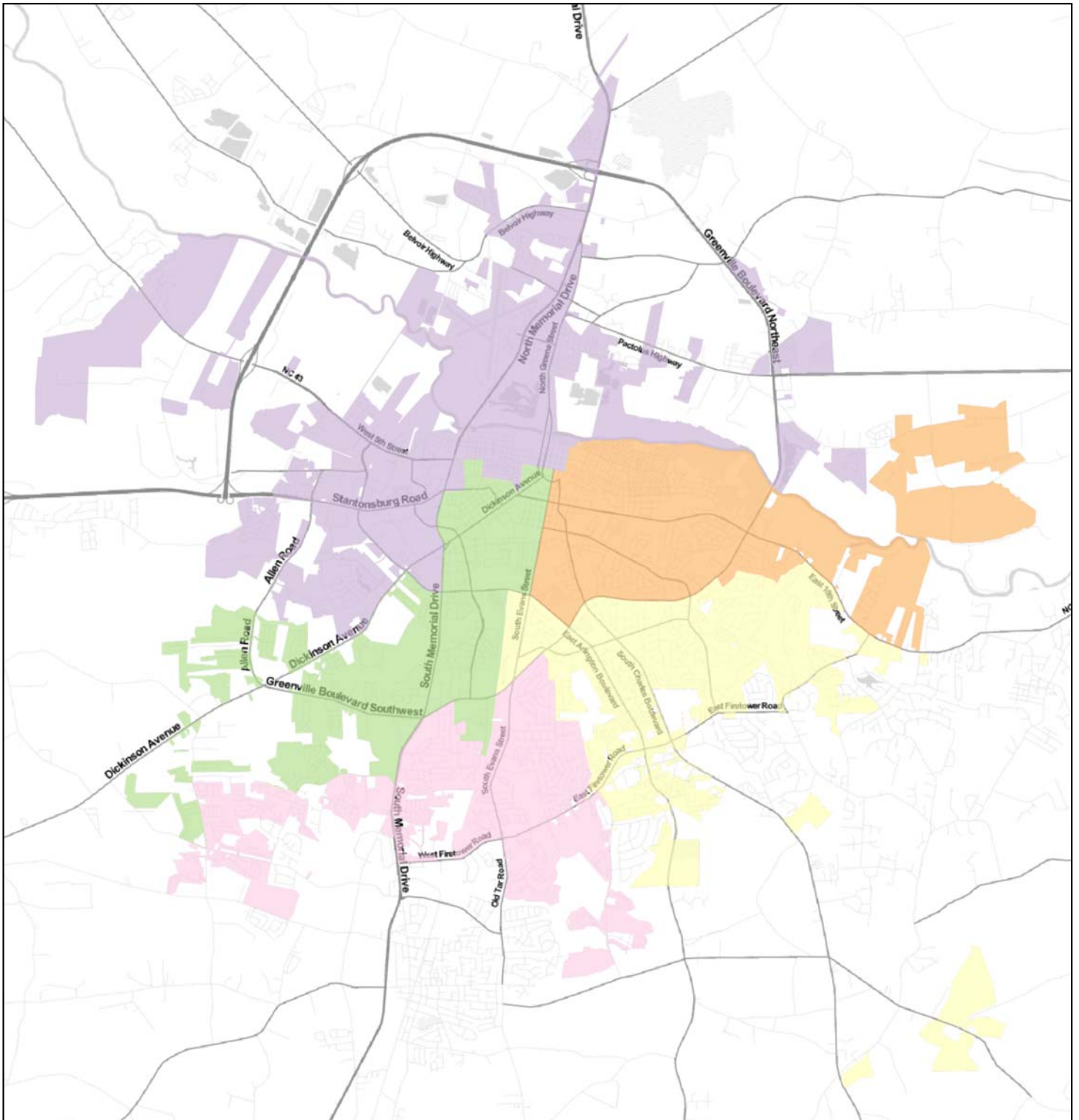
**Recommendation:** City Council receive public comment on proposed revisions to Greenville's electoral districts, including comments about its preferred plan, Option B2.

## ATTACHMENTS

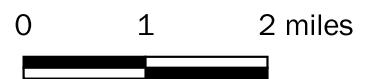
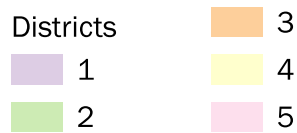
 [Exhibit A Map of Option B2 redistricting plan for City of Greenville November 2021.pdf](#)

 **Exhibit #B Statistics for existing districts and Option B2.pdf**

# City of Greenville Redistricting Plan Option B2



Notes:  
 Interactive version online at <https://bit.ly/DistrictMaps2021>  
 Map by Blake Esselstyn for the NC Local Redistricting Service.  
 Basemap rendering by Stamen Design, under CC BY 3.0.  
 Basemap features by OpenStreetMap, under ODbL.  
 Map created November 10, 2021.



### Statistics for City of Greenville existing Council districts and Option B2, November 2021

Draft Plan	District	Population	Population Deviation	Percent Deviation	Total Population									
					% White	% Black or African American	% American Indian or Alaska Native	% Asian	% Native Hawaiian or Pacific Islander	% Other Race	% Multi-racial	% Hispanic or Latino		
EXISTING	1	17146	-358	-2.05%	27.15%	60.63%	0.37%	2.13%	0.04%	4.43%	5.24%	6.98%		
	2	20141	2637	15.07%	29.59%	60.32%	0.29%	2.07%	0.07%	2.82%	4.83%	5.08%		
	3	14187	-3317	-18.95%	59.65%	29.13%	0.51%	1.57%	0.06%	3.26%	5.82%	6.53%		
	4	14706	-2798	-15.98%	71.49%	16.88%	0.37%	2.71%	0.04%	2.92%	5.58%	5.81%		
	5	21341	3837	21.92%	53.42%	32.97%	0.36%	4.74%	0.08%	2.44%	5.99%	5.03%		
OPTION B2	1	17041	-511	-2.91%	27.13%	60.70%	0.38%	2.15%	0.04%	4.42%	5.18%	6.98%		
	2	17314	-238	-1.36%	24.89%	65.08%	0.25%	2.17%	0.08%	2.81%	4.72%	5.13%		
	3	18049	497	2.83%	62.93%	25.97%	0.53%	1.66%	0.06%	3.24%	5.61%	6.27%		
	4	17589	37	0.21%	63.98%	23.06%	0.31%	3.54%	0.06%	2.92%	6.12%	6.13%		
	5	17765	213	1.21%	53.72%	33.46%	0.39%	4.27%	0.07%	2.31%	5.76%	4.53%		

Produced by Blake Esselstyn for the NC Local Redistricting Service.



# City of Greenville, North Carolina

Meeting Date: 11/22/2021

---

**Title of Item:** Discussion and Adoption of Revised Council Electoral Districts

**Explanation:** The purpose of this item is to discuss and adopt revised Council Electoral Districts to submit to the Pitt County Board of Elections for the next municipal election.

Background:

The United States Constitution and State law (N.C. Gen. Stat. § 160A-23 et seq., and Session Law 2021-56, Senate Bill 722) require the Council to redraw Council electoral districts to reflect the current population following the decennial Census, such that each district has approximately equal population.

At the September 9, 2021 City Council Meeting, Redistricting Consultants (Blake Esselstyn and Adam Mitchell Esq.) reviewed redistricting plans which were developed in accordance with criteria previously approved by Council. Based on the criteria adopted by Council, the Consultants developed three plans: Options A, B and C.

On October 27, 2021, Council held a special meeting on redistricting and indicated that its preference was to consider various alternatives to the Option B plan (in effect, eliminating from consideration Options A and C).

Council at its November 8, 2021 meeting, indicated that its preferred plan was Option B2 and authorized that a public hearing on Option B2 be held on November 22, 2021.

**Fiscal Note:** There is no fiscal impact

**Recommendation:** City Council adopt Option B2 as the revised Council electoral district plan to submit to the Pitt County Board of Elections and authorize the Mayor to sign a resolution and any other documents effectuating Council's adoption of Option B2.

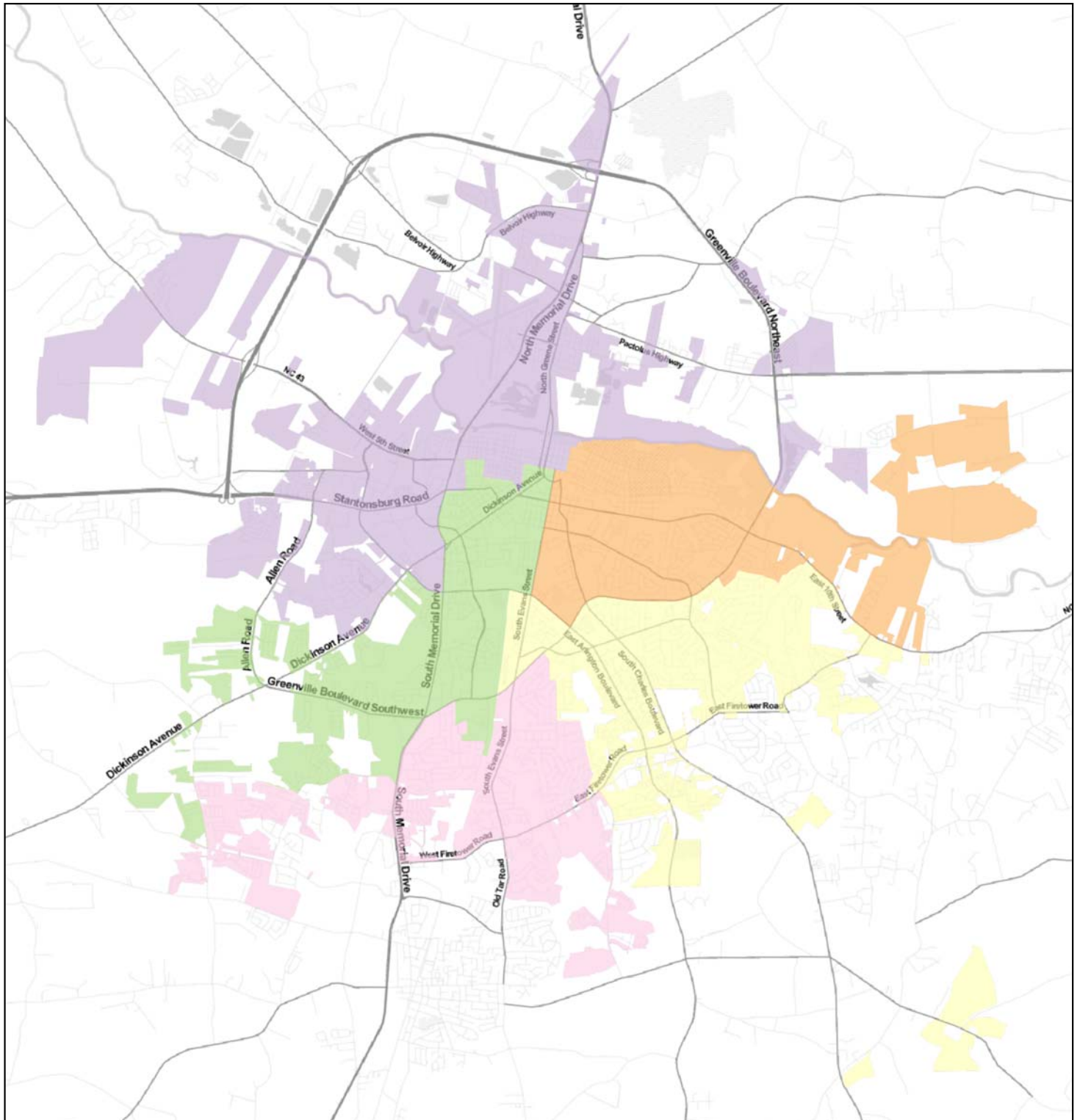
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## ATTACHMENTS

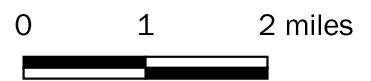
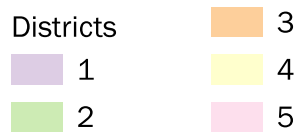
- [📄 Exhibit A Map of Option B2 redistricting plan for City of Greenville November 2021.pdf](#)
- [📄 Exhibit #B Statistics for existing districts and Option B2.pdf](#)



# City of Greenville Redistricting Plan Option B2



Notes:  
 Interactive version online at <https://bit.ly/DistrictMaps2021>  
 Map by Blake Esselstyn for the NC Local Redistricting Service.  
 Basemap rendering by Stamen Design, under CC BY 3.0.  
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	4	14706	-2798	-15.98%	71.49%	16.88%	0.37%	2.71%	0.04%	2.92%	5.58%	5.81%		
	5	21341	3837	21.92%	53.42%	32.97%	0.36%	4.74%	0.08%	2.44%	5.99%	5.03%		
OPTION B2	1	17041	-511	-2.91%	27.13%	60.70%	0.38%	2.15%	0.04%	4.42%	5.18%	6.98%		
	2	17314	-238	-1.36%	24.89%	65.08%	0.25%	2.17%	0.08%	2.81%	4.72%	5.13%		
	3	18049	497	2.83%	62.93%	25.97%	0.53%	1.66%	0.06%	3.24%	5.61%	6.27%		
	4	17589	37	0.21%	63.98%	23.06%	0.31%	3.54%	0.06%	2.92%	6.12%	6.13%		
	5	17765	213	1.21%	53.72%	33.46%	0.39%	4.27%	0.07%	2.31%	5.76%	4.53%		

Produced by Blake Esselstyn for the NC Local Redistricting Service.



## City of Greenville, North Carolina

Meeting Date: 11/22/2021

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**Title of Item:** Presentation on HB 890 Entitled An Act to Make Various Changes to Alcoholic Beverage Control Commission Laws

**Explanation:** Council Member Will Bell requested a presentation on HB 890. Session Law 2021-150; House Bill 890, approved on September 10, 2021, entitled An Act to Make Various Changes to the Alcoholic Beverage Control Commission Laws, is divided into 33 parts and is 28 pages long. Included in Session Law 2021-150 are Parts 20, 21, and 22.

Part 20 (Authorization of Social Districts) creates three new statutes, N.C.G.S. § 153A-145.9 and N.C.G.S. § 160A-205.4 which allows cities and counties to create by ordinance designated social districts in accordance with the third newly created statute N.C.G.S. § 18B-904.1 (Authorization and Regulation of Social Districts). Permittees and a social district are defined and the requirements for the designation of a social district are established.

N.C.G.S. § 18B-904.1 also defines the requirements for the sale of alcoholic beverages by a permittee and the requirements for the possession and consumption of alcoholic beverages within the social district. Finally, N.C.G.S. § 18B-904.1 notes that the ABC Commission may adopt rules to impose additional requirements.

Part 21 (Make Permanent the Expansion of Licensed Premises for Purposes of Outdoor Seating) creates two new statutes, N.C.G.S. § 153A-145.10 and N.C.G.S. § 160A-205.5, which allows cities and counties to create by ordinance an area that is not part of the permittee's licensed premises for outdoor possession and consumption of alcoholic beverages sold by the permittee in accordance with the third newly created subsection (h) (Extension of Licensed Premises) of existing N.C.G.S. § 18B-904 (Miscellaneous Provisions concerning Permits). These new changes allow cities and counties to create ordinances to allow on-premises consumption of alcoholic beverages for permittees in an area that is not part of the permittee's licensed premises for the outdoor possession and consumption of alcoholic beverages sold by the permittee.

Part 22 (Specify That ALE Authority to Inspect Premises Include Social Districts and Extended Areas) modifies N.C.G.S. § 18B-502(a) to allow ALE

agents, employees of the ABC Commission, and local ABC officers to have the authority to investigate the operation of each licensed premises including social districts authorized under N.C.G.S. § 18B-904.1 and extended areas authorized under N.C.G.S. § 18B-904(h). \*(See attachment entitled North Carolina's New Law on Social Districts, NCLM).

**Fiscal Note:** There is no fiscal impact.

**Recommendation:** That the City Council receive staff's report.

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