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Invitation to Bid

Bus Signs for GREAT Transit Per Specifications Informal Bid Request#14-15-34

Bid Due Date: Tuesday, April 7, 2015 @ 4:00 P.M.

Location: City of Greenville

Purchasing Office

Attention: Angelene Brinkley

201 W. Fifth Street Greenville, NC 27834

Contact Persons:

Questions regarding the bid package: Questions regarding the Specifications:

Mrs. Angelene E. Brinkley Mr. John Johnson

Purchasing Manager Transit Coordinator, Greenville Area Transit

Telephone: 252-329-4462 Telephone: 252-329-4628

Fax: 252-329-4464 Fax: 252-329-4704

Email: abrinkley@greenvillenc.gov Email: jjohnson@greenvillenc.gov

INVITATION FOR INFORMAL BID ON

Bus Signs for GREAT Transit

Per Specifications

	14-15-34	Bid#	Informal
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Bid Due Date: Tuesday, April 7, 2015 at 4:00 P.M.

INSTRUCTIONS TO BIDDERS

1. The person, firm or corporation submitting a bid shall submit it to the Purchasing Manager or her duly designated representative at one of the following:

Hand Delivered/or Carrier:By Postal Mail:EMAIL:Purchasing OfficeCity of Greenville-PurchasingAngelene E. BrinkleyAttn: Angelene BrinkleyAttn: Angelene Brinkleyabrinkley@greenvillenc.gov201 W. Fifth StreetP.O. Box 7207Greenville, N.C. 27834Greenville, N.C. 27835-7207

- 2. This is an Informal Bid and therefore bids will be received at stated day/time, however, no public bid opening will be held. Bids will be reviewed and evaluated by staff at a later time and an award will be made at the earliest possible date. Bid results will be made available after award and by written request.
- 3. **Award of Bid**: Bids shall be awarded to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract.
- 4. Each bid submitted must be clearly marked "Bus Signs for GREAT Transit Informal Bid #14-15-34 along with Bidder's name and address. Bids may be submitted via mail, hand delivery or email. NO BIDS WILL BE ACCEPTED BY FAX.

PLEASE NOTE: IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT BIDS ARE RECEIVED BY THE PURCHASING MANAGER BY THE STATED DAY/TIME. No late bids will be accepted.

All submittals should be on the attached BID FORMS, regardless to the method of delivery. Any bids/quotes not submitted on the attached bid form will be considered non-responsive.

- 5. All bids must be signed by an authorized official of the firm. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind.
- 6. The bidder shall insert the required responses and supply all the information as indicated on the Bid Form. The prices inserted shall be net and shall be the full cost including all factors whatsoever. **Any bids not submitted on such forms provided will be considered unresponsive**.
- 7. No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Purchasing Manager.
- 8. The City of Greenville reserves the right to reject any and all bids, to waive any informalities, and to accept the bid or any portion thereof that is deemed most advantageous to the City. Any bid submitted will be binding for 60 days after the date of the bid opening.
- 9. The specifications attached represent the minimum general size, capacity and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair responses or to eliminate competition, but they are intended for the protection of each and every bidder and to insure, if possible, that all bids submitted shall be upon a fair and comparable basis.
 - Where a particular brand is specified, equal items may be bid but the burden of proof (that other than listed items bid are in fact equal) is on the bidder. Proof must be furnished in writing at time bid is submitted. Equipment must be accepted by the City of Greenville as an approved equal prior to bid award.
- 10. It is expressly understood by the bidders that written notice of award by the City will constitute an agreement by the City to consummate the transaction and will serve together with the proposal, advertisement, these instructions, and the detailed specifications, as the entire form of contract between the parties except in cases where formal contracts are warranted.
- 11. Each proposal shall specify a delivery time. Time of delivery to Greenville, N. C. will be a factor along with quality, cost, etc. in awarding the bids.
- 12. Bid price shall be FOB, Greenville, N. C. with delivery to be to the Public Works Fleet Department located in at 1500 Beatty Street Greenville, NC 27834.
- 13. Technical questions regarding the specifications of this bid shall be directed to Mr. John Johnson, Transit Coordinator, telephone (252) 329-4628; email: jjohnson@greenvillenc.gov. All other questions regarding the bid shall be directed to Mrs. Angelene Brinkley, Purchasing Manager, telephone (252)329-4462; email: abrinkley@greenvillenc.gov.

GENERAL TERMS AND CONDITIONS

- 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. **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.
- 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.
- 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.
- 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.
- 6. **CONFLICT OF INTEREST**: Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.
- 7. **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.
- 8. **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.

- 9. **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.
- 10. <u>WITHDRAWAL OF PROPOSALS</u>: 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.
- 11. <u>SERVICES PERFORMED</u>: 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.
- 12. 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's compensation, pension or retirement benefits.
- 13. **VERBAL AGREEMENT**: The City will not be bound by any verbal agreements.
- 14. **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.

SPECIAL PROVISIONS

No Obligation by the Federal Government.

- 1. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- 2. The Contractor agrees to include the above clause in each subContract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub Contractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

- 1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3. The Contractor agrees to include the above two clauses in each subContract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub Contractor who will be subject to the provisions.

Access to Records

The following access to records requirements apply to this Contract:

- 1. The Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 2. The Contractor shall make available records related to the Contract to the City, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 4. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Termination for Convenience

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

account for the same, and dispose of it in the manner the City directs.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this Contract or any extension or if the Contractor fails to comply with any other provisions of this Contract, the City may terminate this Contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this Contract.

If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

Civil Rights

The following requirements apply to the underlying Contract:

- (1) Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) <u>Equal Employment Opportunity</u> The following equal employment opportunity requirements apply to the underlying Contract:
- (a) Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action

shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) <u>Age</u> In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § \$623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) <u>Disabilities</u> In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each sub Contract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **6.86%**. A separate Contract goal has not been established for this procurement.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate. Each sub Contract the Contractor signs with a sub Contractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All Contractual

provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

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

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

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ADA Access

The Contractor agrees to comply with: 49 U.S.C 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities; all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as

amended, which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, which requires that buildings and public accommodations be accessible to individuals with disabilities.

All deliverables items provided by the Contractor to the City under this Contract shall comply with the above-referenced laws as well as all other applicable federal, state and local regulations and directives and any subsequent amendments thereto.

TECHNICAL SPECIFICATIONS

Price per Sign:

Price per Sign:

Sign Size:	16" x 4"			
Sign Material:	0.80 Sign grade Anealed aluminum			
		intensity Prismatic Background (White)		
	Silk Screened			
Corners:	Rounded Corner to .75" Radius			
Bolt Hole:	3/8" Clearance			
Distance from Top to First Bolt Hole:	1.25	On Center		
Distance between Bolt Holes:	20"	On Center		
Distance from Bottom to Second Bolt Hole:	2.75	On Center		
Colors: (Pantone)				
D. Green:	7484 C			
L. Green:	368 C			
Blue:	294 C			
Red:	187 C			
Price per Sign:		For a Quantity of 400 Signs.		

Note: Upon award of contract, a full-sized vector files will be made available for completion of the project. If you have any questions regarding these technical specifications, please contact John Johnson at 252-329-4628 or by email: jjohnson@greenvillenc.gov.

For a Quantity of 450 Signs.

For a Quantity of 500 Signs.

Attachment A—Bid Price Form

The City of Greenville, North Carolina PURCHASING OFFICE

	Date				
REC	QUEST FOR BIDS AND PROPOSALS ON				
Bus S	igns for GREAT Transit Per Specifications				
	Informal Bid#14-15-34				
Pursuant to General Statutes of North Carolina, Section 143-131, as amended, bids and proposals subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services, or repair work. All bids must be received by the City of Greenville's Purchasing Manager by 4:00 PM on Tuesday, April 7, 2015.					
Terms: Net 30	SHIP: FOB DESTINATION CITY OF GREENVILLE				
Delivery Date					

By: Angelene E. Brinkley, Purchasing Manager

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

NOTICE TO BIDDERS: All Tax imposed upon any article on which you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

ITEM #	QUANTITY	DESCRIPTION	UOM	UNIT PRICE	EXTENSION
	400	Custom Signs	EA.		\$
	450	Custom Signs	EA		\$
	500	Custom Signs	EA		\$
		*Note—We are requesting pricing on the three different quantities/amounts. (Not all added together).			
		DELIVERY: ITEMS TO BE DELIVERED TO CITY OF GREENVILLE PUBLIC WORKS DEPT. LOCATED AT 1500 BEATTY STREET GREENVILLE, NC. FREIGHT SHOULD BE INCLUDED IN PRICE.			
		Sales Taxes should be listed separately and not included in Lump Sum Bid Total			

Attachment B—Signature Form

MUST BE ATTACHED TO BID*

City of Greenville Financial Services Department/Purchasing Division

Informal Bid#14-15-34 Bus Signs for GREAT Transit

Α.	Please complete Attachment A and s but list as a separate line item. All ite Greenville Public Works Dept. Attn	ems bid are bid FOI	3 Greenville NC,	with shipping loc		
В.	Delivery/Turnaround Time for Items Bid:					
	Days After Receipt o	of Order				
C.	List any exceptions taken to speci	fications:				
Non-C	Collusion Compliance:					
under award Propo bidder	itting a bid for the same materials, supplies stand collusive bidding is a violation of states. The bidder hereby makes an offer to the esal Form and all enclosures. The undersigner.	te and federal law and City of Greenville in	l can result in fine accordance with t	s, prison sentences, he bid documents,	and civil damage including this Bid	
Date		OFFICIAL LEGAL	NAME OF COMP	ANY		
The fo	ollowing are enclosed: (check all applicable)	ADDRESS				
Bı	rochures		OTT A TELE	ZID CODE		
Sa	amples	CITY	STATE	ZIP CODE	-	
C	Other	AUTHORIZED SIG	NATURE			
		PRINT NAME	TIT	LE		
		()_ TELEPHONE NO	()FAX	X NO.		
		FEDERAL I.D. NUI	MBER			
		EMAIL/WER SITE	ADDRESS			