



**Underground Traffic Signal Fiber,
Security Camera Fiber, City of Greenville
Facility Fiber and Storm Water Assets
Locating Services**

RFP# 20-21-31

**Proposal Due Date:
Thursday, March 18, 2021 @4pm**

**Contact Person: Kevin Heifferon
Title: Assistant Director Public Works Department
Phone Number: 252.329.4531**

Email Address: kheifferon@greenvillenc.gov

Date: February 23, 2021

Subject: Underground Locating Services

Contact: Kevin Heifferon

The City of Greenville Public Works Department is soliciting proposals from qualified firms and/or individuals for Underground Traffic Signal Fiber, Security Camera Fiber, City of Greenville Facility Fiber and Storm Water Assets. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP").

Sealed proposals endorsed "Underground Locating Services" to be furnished to the City of Greenville (the "City") will be received by the Public Works Department at 1500 Beatty Street, Greenville, NC 27834 until March, 18, 2021 at 4:00pm or electronically as an attachment e-mailed to kheifferon@greenvillenc.gov. The City reserves the right to reject any or all proposals.

[IMPORTANT! The City of Greenville is unable to receive e-mail attachments in excess of ten (10) MB.]

This RFP outlines a description of the services sought and the documents interested firms will be required to submit as 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: Kevin Heifferon
[Name of Company Submitting Proposal]
Underground Locating Services
RFP# 20-21-31**

Notice:

The City of Greenville is committed to the health and safety of our customers and employees. We are taking the spread of COVID-19 very seriously and continue to monitor the latest Local, State, and Federal guidance. We are presently closed to the public.

We are receiving FedEx, UPS, US Mail

Written questions concerning this RFP may be submitted to Kevin Heifferon by email only at kheifferon@greenvillenc.gov Please insert **RFP# 20-21-31 Questions** in the subject line.

SECTION ONE: GENERAL INSTRUCTIONS

1. READ, REVIEW AND COMPLY: It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.

2. LATE PROPOSALS: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

3. ACCEPTANCE AND REJECTION: The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.

4. WITHDRAWAL OF PROPOSAL: No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.

5. 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.

6. EQUAL EMPLOYMENT OPPORTUNITY: The City 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, City Hall, Greenville, N. C. by submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

7. MINORITY AND 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 (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible. Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4862.

8. LOCAL PREFERENCE: The City of Greenville has adopted a Local Preference Policy, Resolution No. 056- 13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information please see the City of Greenville's webpage at www.greenvillenc.gov/financialservices/purchasingdivision.

9. REHABILITATION ACT AND ADA: Federal law prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. PROPOSAL BINDING: This proposal is binding for a period of [ninety (90) days].

SECTION TWO: 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. 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.

6. INDEPENDENT CONTRACTOR: It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not

limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

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

8. 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.

9. 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 Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

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

SECTION THREE: PROPOSAL

1. Introduction

Contractor will receive facility locate requests directly from North Carolina 811 One-Call Center by using WebTMS software and manage the entire locating process for the City of Greenville (COG). Contractor shall furnish all labor, supervision, tools, materials, paint, equipment (including a hardware compatible with the existing communication systems used by the North Carolina 811 One-Call Center and transportation to perform Underground Facilities Locating and Marking services, as requested by City of Greenville and the North Carolina 811 One-Call Center on behalf of Owner, in accordance with the specifications in this document.

2. Background

The COG is requesting proposals for the Under Ground Traffic Signal Fiber, Security Camera Fiber, City of Greenville Facilities Fiber and Storm Water Assets Locating Services Project. The goal of the RFP is to perform underground facility locates for all COG installed assets as needed to assist COG's existing staff. The purpose of this document is to provide information for use by Vendor(s) in submitting a proposal to supply the COG with the services as listed in the RFP documents. We will select a qualified Vendor with whom we will execute a service agreement.

The City's decision to award will be based on our determination of the proposal that offers the best overall benefit to the COG, taking into account pricing, and other factors specified herein. The COG reserves the right to reject any or all proposals. The COG intends to award a contract for one year with options for an additional 3 years.

3. Scope of Work

Background

COG Traffic Services Division operates 7.1 miles of Traffic Fiber throughout the City.

The COG has 47.16 miles of fiber throughout the City used for cameras and City Facilities.

The COG owns 290 miles storm water assets throughout the City of Greenville

The City of Greenville has been notified that a broadband service provider intends to provide service within its' service area. According to the provider:

Commented [DT1]: This information would be appropriate if we were looking for a contractor to come in and take our our locating duties, but doesn't give the bidders any information that they can use to determine the scope of work that we're asking them to provide.

Commented [GC2]: 290 miles

1. They expect to install approximately 2 million feet of fiber optic cabling to serve the City of Greenville and surrounding areas. Approximately 1 million feet will be attached to GUC poles and another 1 million feet will be installed underground.
2. They plan to average 100,000 feet of cable installed per week split between OH and UG for main trunk lines.
3. The cables will utilize GUC poles, public street rights of way, and mainly install where existing cable tv and telephone lines are located.
4. They anticipate mobilizing approximately 20 underground contract crews and 7 overhead contract crews.
5. The plans for the network will be completed in eighteen months and beginning in April/May 2021.
6. Service drops to homes would be installed later by different crews at the time of a service request by a new customer.
7. The service area will be the City of Greenville.
8. Construction expected to start in April 2021 with service available to first customers about four months later.
9. Major construction will be completed within an eighteen month timeframe.

Definitions

Design Notice - A communication to the Notification Center in which a request for identifying existing facilities for advance planning purposes is made. A design notice may not be used for excavation purposes.

Emergency – An event involving clear and imminent danger to life, health or property, the interruption of essential utility services, or the blockage of transportation facilities, including highways, railways, waterways, or airways that require immediate action.

Excavation – Any operation for the purpose of the removal of earth, rock or other material on or below the surface of the ground by the use of manual or mechanized equipment or by ditching, drilling, directional drilling, driving, grading, horizontal directional drilling, well drilling, plowing-in, pounding, pulling-in, ripping, scraping, trenching, and tunneling.

Excavation Site – The area where an Excavator intends to perform or actually performs Excavation.

Excavator – Any person who engages directly in Excavation and/or design of Excavation and who requests the location of Owners Underground Facilities.

Excavator Notification – Notification given to the Excavator that Underground Facilities are not present at the Excavation Site.

Facility - Any underground line, underground system, or underground infrastructure used for producing, storing, conveying, transmitting, identifying, locating, or distributing communication, electricity, gas, petroleum, petroleum products, hazardous liquids, water, steam, or sewage. Provided there is no encroachment on any operator's right-of-way, easement, or permitted use, for the purposes of this Article, the following shall not be considered an underground facility: (i) swimming pools and irrigation systems; (ii) petroleum storage systems under Part 2A of Article 21A of Chapter 143 of the General Statutes; (iii) septic tanks under Article 11 of Chapter 130A of the General Statutes; and (iv) liquefied petroleum gas systems under Article 5 of Chapter 119 of the General Statutes, unless the system is subject to Title 49 C.F.R. § 192 or § 195.

Facility Owner – The owner of a specific Underground Facility. For purposes of this Agreement, the Facility Owner is the Owner.

Identified, But Un-locatable – An Underground Facility, the presence of which is known, but cannot be field-marked with Reasonable Accuracy

Locatable Underground Facility – Facilities for which the Tolerance Zone can be determined by the locator using generally accepted practices such as as-built construction drawings, system maps, probes, locator devices or any other type of proven technology for location.

Locate or Locating – The process of detecting Underground Facilities through the use of inductive or conductive equipment and marking the surface of the ground to identify the existence and location of Underground Facilities.

Normal Locate Request – A request to locate received at least 3 full working day notice, but no more than 15 business days, prior to the commencement of excavation, excluding Saturdays, Sundays and state and federal holidays.

3 Hour Notice - If a facility operator fails to provide the locate status to the NC811 Positive Response System, the excavator may proceed with their excavation if there are no visible indications of a facility at the proposed excavation or demolition area, such as a pole, marker, pedestal, meter, or valve. However, if the excavator is aware of or observes indications of an unmarked facility at the proposed excavation or demolition area, the excavator shall not begin excavation or demolition until an additional notice is made to NC811 detailing the facility and an arrangement is made for the facility to be marked by the facility operator within three hours from the time the additional notice is received by NC811

Emergency Locate Request – A request to locate which demands immediate action to prevent significant damage or loss of life, health, property, or essential public services, including re-erecting critically needed traffic control signs or devices.

Marking – Application of paint, flags or stakes to clearly identify on a horizontal plane the location of COG’s Underground Facilities within the tolerances set forth under the current State Laws of North Carolina governing Underground Facility Protection.

One-Call Center – The statewide communication system operated by an organization, which has as one of its purposes to receive and record notification of planned excavation in the state from excavators and to disseminate such

notification of planned excavation to operators who are members and participants.

Person – Any individual, partnership, franchise holder, association, corporation, state, city or county, or any subdivision or instrumentality of a state and its employees, agents or legal representatives.

Positive response - An automated information system that allows excavators, locators, operators, and other interested parties to determine the status of a locate request.

Locator - An individual who identifies and marks facilities for operators who has been trained and whose training has been documented.

Operator - Any person, public utility, communications or cable service provider, municipality, electrical utility, or electric or telephone cooperative that owns or operates a facility in this State.

Reasonable Accuracy – Markings within the Tolerance Zone on either side of the Underground Facility as specified by the current State Laws governing Underground Facility Protection.

Tolerance zone - If the diameter of the facility is known, the distance of one-half of the known diameter plus 24 inches on either side of the designated center line or, if the diameter of the facility is not marked, 24 inches on either side of the outside edge of the mark indicating a facility or, for subaqueous facilities, a clearance of 15 feet on either side of the indicated facility.

Underground Facility – Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of water, sewage, electronic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substances, including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.

Site Surveillance – To watch over and protect Owner’s assets during unusual or extensive excavation projects (i.e.: road-widening projects, sewer projects, etc.) and providing such continuous on-site locate services as may be dictated by the nature and scope of the excavation or as may be required by the Excavator, also known as standby protection.

Site Visit/No Facilities – Visit ticket location dig site and no GUC facilities are present to locate/mark.

Working day – Every day, except Saturday, Sunday, or State legal holidays (this is related to North Carolina 811 work day calendar).

Services to be performed by Contractor

Contractor will receive facility locate requests directly from North Carolina 811 One-Call Center via WebTMS software and manage the entire locating process for the COG. Contractor shall furnish all labor, supervision, tools, materials, paint (APWA uniform color code), equipment (including all hardware compatible with the existing communication systems used by the WebTMS software and transportation to perform Underground Facilities Locating and Marking services, as requested by the COG and the North Carolina 811 One-Call Center on behalf of Owner, in accordance with the requirements in the RFP). Contractor will upload photos of markings to each locate ticket via the WebTMS software.

Commented [GC3]: WEBTMS

Contractor's Duties and Responsibilities

Contractor will receive and respond to all Excavation notices directed by COG for, Fiber and Storm Water through WebTMS software by the North Carolina 811 One-Call Center in accordance with current State Laws. Contractor shall provide such Markings and protection as may be required. Such protection shall include painting, flagging or staking in accordance with the current State Laws governing the protection of Underground Facilities and COG's specifications.

Commented [GC4]: WEBTMS

Contractor will comply with all applicable federal, state, county and local laws, ordinances and regulations including then current North Carolina Underground Utility Damage Prevention Act. Contractor will be responsible for obtaining all licenses, permits, inspections and other authorizations required for Contractor's performance of the Services. All Markings shall be in accordance with the current State of North Carolina Laws and COG specifications.

Contractor's personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record-keeping requirements necessary to perform the Locate Request and Marking tasks. Contractor's locating equipment or devices are subject to COG approval. All Underground Facilities shall be electronically located, except where electronically impossible. Ground penetrating radar (GPR) can also be used (supplied by Contractor). Contractor's personnel shall always represent GUC in a courteous and professional manner.

Safely manage the COG's location maps and records. This information shall not be disclosed or made available to persons not approved by the COG. Additionally, the Contractor shall utilize all information transmitted by the COG solely for the purpose of performing locates on behalf of the COG.

Contractor shall receive and record Locate Requests from the North Carolina 811 One-Call Center via WebTMS software during normal service hours consistent with the North Carolina working day calendar, but should be no less than Monday through Friday 7:00 a.m. through 5:00 p.m. Contractor shall complete the requirements of a Normal Locate Request within three (3) full working days or receiving the request consistent with North Carolina 811 Normal Locate procedures.

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Contractor shall record all Emergency Locate Requests that are assigned at any time of the day.

Contractor shall provide all circuits and equipment required to receive requests from the North Carolina 811 One-Call Center via WebTMS software. GUC shall be responsible for all other contractual and cost obligations from the North Carolina 811 One-Call Center and WebTMS software.

Commented [GC6]: WEBTMS

Contractor will utilize the North Carolina 811 Positive Response System (within WebTMS software) for coordinating Locate Ticket response. Contractor will utilize the WebTMS ticket software for all responses to locate requests for COG (COG will provide login and access information). Contractor shall be responsible for making arrangements with all Excavators for Locate purposes. All Locate Requests will be processed according to North Carolina 811 Positive Response System. Contact will be made with the Excavator to arrange an appropriate time to perform the Locate if unable to be completed before due date. All Excavators will be called as soon as possible to confirm requested time of appointments or to make appropriate arrangements, as required.

Commented [GC7]: WEBTMS

Commented [GC8]: WEBTMS

Contractors' administrative responsibility shall include, but not be limited to, receipt, recording, dispatching, reporting, monitoring and closing out of Notice of Excavation.

When the Underground Facility is "Identifiable, but Un-locatable", Contractor must contact the COG. The COG will then determine the course of action to be taken. If no course of action is successful, Contractor shall notify the Excavator of the presence of any "Identified, but Un-locatable" Facilities of COG and shall caution the Excavator that any location information supplied may not be within the scope of the definition of Reasonable Accuracy.

In the event Contractor fails to meet the demands for Locate Requests, the COG, in its sole determination, shall have the right to use its own employees or the services of another outside vendor to satisfy such needs. The COG shall then invoice Contractor for the COG costs in using its own employees or vendor.

Additional visits to the Excavation Site required due to Contractor's unsatisfactory performance shall not be treated or considered an additional ticket.

In the event that an Underground Facility is damaged by a third party as a result of Contractor errors and omissions to properly mark such Underground Facilities in accordance with its contractual agreement with the COG, all applicable laws and regulations, and state laws governing utility protection, the Contractor shall be liable for full costs for such damage, unless such damages resulted due to circumstances or factors beyond the control of the Contractor. Contractor will also be responsible for downtime/delays to Company due to inaccurate locates.

The COG will be conducting damage investigations for damaged COG facilities. Contractor and the COG shall hold meetings as needed to review completed investigation reports, and to assess responsibility. Should the damage review process between the COG and Contractor reveal that the COG does not find Contractor liable for damage, the COG agrees to hold Contractor harmless from any ensuing damages owed to any third party as a result of the damage to the COG's Underground Facilities or any fines that may later be levied by the State of North Carolina. Should the damage review process between the COG and Contractor reveal that the Excavator is responsible for the damage, Contractor shall provide testimonial and investigative support for any recovery efforts by the COG. Should the damage review process between the COG and Contractor reveal that Contractor is liable for the damage, Contractor agrees to hold the COG harmless from any ensuing damages owed to any third party as a result of the damage to the COG's Underground Facilities or any fines that may later be levied by the State of North Carolina.

Contractor will be responsible for any costs involved with distributing electronic mapping, or updates to maps and records for its employees. Contractor shall retain and safeguard the COG's location maps and records. Contractor shall be responsible to notify the COG, of any discrepancies or omissions in the COG-provided records, to the extent Contractor can determine the discrepancies and omissions. Contractor shall acknowledge that the COG maps may not be available and to the extent that maps are available, they do not reflect the actual physical location of Underground Facilities and may not exist for all installations. Contractor shall be solely responsible for determining the existence of Underground Facilities (walk around houses/buildings if needed). Contractor shall be responsible for and liable for any failure to locate Underground Facilities consistent with the provisions of this Statement of Services.

City of Greenville Duties and Responsibilities.

The COG can provide maps and diagrams of Underground Facilities and will reflect the most current information available to the COG. The COG shall work with the Contractor to arrange for the North Carolina 811 One-Call Center to send all Locate Requests directly to Contractor via WebTMS software.

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4. Terms of Agreement

The COG intends to award a contract for one year with options for an additional 3 years.

5. Proposal Contents – Experience and Qualifications

Commented [DH10]: Are there any proposal requirements such as length of document, font size, etc.?

A Proposer's response to this RFP must be made according to the specifications set forth in this section, both for content and sequence. Any proposal failing to comply with said specifications and therefore deemed to be non-responsive shall be subject to rejection by the City. A Proposer may correct, revise or withdraw any proposal up to the closing date or time for submission of proposals designated in these instructions. Proposals received after the time for submission will be rejected.

In order to be deemed fully responsive to this RFP, a Proposer must complete and submit the following:

- A. Letter of Transmittal
- B. Firm Background, History, Qualifications
 - a. Detailed information regarding past five-year history with relevant experience and proven track record of providing similar scope of services to public sector agencies. Proposers shall include detailed information on their experience with North Carolina -811. For each project that the proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact (i.e.: telephone number and email), and term of engagement.
 - b. Strength and stability of the Service Provider to provide the requested goods and/or services; Operating History of Company.
 - c. Provide an organizational chart of all personnel to be used for this project, if awarded, the role of each individual, and the individual's qualifications, and their location.
 - d. Identify any subcontractors; describe adequacy of experience, proposed percentage of work to be performed, and location.
 - e. Qualifications of personnel to perform work (per Title 49 of the Code of Federal Regulations, Part 192 (49 CFR 192), related work experience, and length of employment with firm
 - f. Provide Ground Penetrating Radar (GPR) capabilities and experience.
- C. Project Approach
 - a. Discuss approach to providing services. Ability to perform duties as outlined in RFP and ability to meet response times as required by the 811 laws. Describe project management approach; quality control measures. Provide distinguishing characteristics that make firm most qualified.
- D. Key Performance Indicators
 - a. Five (5) year history of claims against contractor.

- b. Damages per 1000 ticket ratio
- c. Other Key Performance Indicators
- E. Certificate of Insurance
- F. Pricing Sheet (Appendix A)
- G. List of References
- H. E-Verify Form (Appendix B)
- I. Non-Collusion Form (Appendix C)

6. Questions

Firms shall submit any such questions on or before 4:00 PM (EDT) on March 8, 2021. Written questions shall be emailed to kheifferon@greenvillenc.gov by the date and time specified above. Please enter "RFP 20-21-31 - Question" on the subject line of the email.

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>

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 Proposers or potential Proposers 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 clarification from Proposers will be allowed provided that such requests are made through the Parks Superintendent in writing (dfoyd@greenvillenc.gov).

7. Procurement Schedule

Event	Date and Time
Issuance of RFP	February 23, 2021
Deadline to Submit Questions	March 8, 2021
Answers to Questions Provided	March 11, 2021
Proposal Due	March 18, 2021 @ 4:00pm EDT

8. Submission Requirements

PROPOSALS SHALL BE RECEIVED BY 4:00 PM (EDT) ON March 18, 2021.

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 shall be submitted. 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: Kevin Heifferon
[Name of Company Submitting Proposal]
Underground Locating Services
RFP# 20-21-31**

Notice:

The City of Greenville is committed to the health and safety of our customers and employees. We are taking the spread of COVID-19 very seriously and continue to monitor the latest Local, State, and Federal guidance. We are presently closed to the public.

We are receiving FedEx, UPS, US Mail

Proposals shall be submitted to:

Proposals may also be submitted electronically as an attachment e-mailed to
kheifferon@greenvillenc.gov.

[IMPORTANT! The City of Greenville is unable to receive e-mail attachments in excess of ten (10) MB.]

9. Selection Process

Review of proposals by COG staff should be completed by April 1. Selected vendors may be requested to present formal presentations/unit demonstrations on site on a date and time mutually agreeable by both parties. The cost of these demonstrations and travel / accommodations will be the responsibility of the vendor.

The City reserves the right to act as sole judge of the content of the proposals submitted for the City's evaluation/selection.

10. Evaluation Criteria

Selection of the best responsible proposal(s) will be based upon the following considerations/criteria:

- Firm's History and Experience, Including Personnel Experience
- Project Approach, Response Time and other Key Performance Indicators
- References
- Price

11. MWBE

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

Commented [DH11]: Need percentages here

not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this contract. All firms submitting qualifications and/or proposals agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's MWBE Program should be directed to the M/WBE Office at (252) 329-4862.

APPENDIX A – PRICING SHEET

Item	Unit	Description	Price	Per
<u>Storm Water</u>				
1	Each	Normal Locate Request_____	\$_____	Ticket
2	Each	Emergency Locate Request_____	\$_____	Ticket
3	Each	Site Visit/No Facilities_____	\$_____	Ticket

Item	Unit	Description	Price	Per
<u>City Fiber and Traffic Loops</u>				
1	Each	Normal Locate Request_____	\$_____	Ticket
2	Each	Emergency Locate Request_____	\$_____	Ticket
3	Each	Site Visit/No Facilities_____	\$_____	Ticket

All Emergency Locate Tickets shall be paid for at the Normal Locate Ticket rate for all Emergency Locate Tickets received between 7:00 a.m. and 5:00 p.m. during Working Days. Pricing for Emergency Locate Request should reflect charges associated with Contractor call outs between 5:01 p.m. and 6:59 a.m. during Working Days and on Holidays and Weekends.

The selected contractor must be able to demonstrate that it has the personnel, materials, equipment, labor, transportation, machinery, tools, appliances, fuel, and all other consumables and incidentals necessary for the completion of the work, including traffic control, when necessary.

APPENDIX B – E-VERIFY AFFIDAVIT**STATE OF NORTH CAROLINA
E-VERIFY AFFIDAVIT
COUNTY OF PITT**

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the CITY OF GREENVILLE, NC.

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

☐ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☐ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

☐ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☐ Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: _____

This the _____ day of _____, 2021.

Affiant

Sworn to and subscribed before me, this the _____ day of _____, 2021.

[OFFICIAL SEAL]

_____, Notary Public

My Commission Expires: _____

APPENDIX C – NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF PITT

_____, being first duly sworn,
deposes and says that:

1. He/She is the _____ of _____, the bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners agents, representatives, employees, parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding 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 bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Durham or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

TITLE

Subscribed and sworn before me,
this ____ day of _____, 2021.

SEAL)

Notary Public

My Commission Expires _____