



REQUEST FOR PROPOSALS

SMS READINESS ASSESSMENT & AGENCY SAFETY PLAN DEVELOPMENT

February 10, 2020

Proposal Due Date: Thursday, March 12, 2020
and time: 2:00 PM (EDT)

RFP Number: TRANSIT-031220-R-0010

Mailing Address: 716 W Martin Luther King Jr
High Point, NC 27262

Delivery Address: 716 W Martin Luther King Jr
High Point, NC 27262

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THE PROCUREMENT, PLEASE CONTACT TRANSIT AS SOON AS POSSIBLE

Contact: Angela Wynes (336) 883-3062

Proposer Information Form

“This proposal will be considered invalid if this page is not completed in full”

<hr/>		
Vendor Name <i>(include d/b/a information if applicable)</i>		
Entity Formation <i>(check applicable)</i> : <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship		
<input type="checkbox"/> Limited Company <input type="checkbox"/> Limited Partnership		
Ownership Category <i>(check applicable)</i> : <input type="checkbox"/> Non-Minority <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian/American		
<input type="checkbox"/> Socially & Economically Disadvantaged <input type="checkbox"/> White Female		
<hr/>		<hr/>
Street Address		P.O. Box
<hr/>		<hr/>
City, State & Zip	Email Address	Telephone Number
<hr/>	<hr/>	<hr/>
Federal Tax ID #/Social Security #	General Contractor License # <i>(if applicable)</i>	
<hr/>	<hr/>	
DUNS #	City of High Point Vendor #	
<hr/>	<hr/>	
Print Name & Title of Person Signing on Behalf of Vendor	Vendor's Authorized Signature	
<hr/>	<hr/>	
*By signing above the vendor acknowledges that terms and conditions and instructions associated with this proposal have been read and accepted.		
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*Failure to execute/sign this proposal properly prior to submittal shall render the bid invalid and it WILL BE REJECTED.....Late bids will NOT be accepted.		
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Offer valid for **60** days from date of proposer opening. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this Invitation to Bid.

- Pursuant to General Statutes of North Carolina, Section 143-129, as amended, bids and proposals are subject to the conditions and specifications herein, are invited for materials and equipment as described herein.
- Prices or any other entry made hereon by the bidders shall be considered firm and not subject to change or withdrawal.
- Proposers certify under penalty of perjury that this bid has not been arrived at collusively and that no Federal or North Carolina antitrust laws have been violated.
- State and County sales **taxes shall not be included** in the proposal prices. Sales tax shall be added to vendors invoice and will be paid to vendor at time of invoice payment.
- Proposers shall sign this form and return it with additional proposal documents on or before the above date and time, to the City of High Point Transit System, 716 W Martin Luther King Jr., High Point, NC 27262

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation.

Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143- 59.2), and that we are not an ineligible Contractor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The City shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

- a. **It is desirable that all responses meet the following requirements:**
 - b. All copies are printed **double sided**.
 - c. All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - d. Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non-reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - e. Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of (**at least 30**) days. Although the contract is expected to be awarded prior to that time, the 30-day period is requested to allow for unforeseen delays.
8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or

private, until after the award of the contract. Only those communications with the using agency or issuing agency authorized by this RFP are permitted. All offerors are advised that they are not to have any communications with the using or issuing agency during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the State's purchaser contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of other offerors to perform the advertised contract and/or the other offerors' proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **MWBE:** Pursuant to General Statute 143-48 and Executive Order #77, the City of High Point invites and encourages participation in this procurement process by businesses owned by minorities, women, handicapped or disadvantaged persons.

16. **CONTRACTOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** In order to do business with the City of High Point, you will need to register by going to the City of High Point Purchasing website at www.highpointnc.gov/purchasing.

The City of High Point Attorney's Office requests that in order to do business with the City of High Point, Contractors must be registered with the North Carolina Secretary of State. **NC SECRETARY of STATE REGISTRATION:** *If your company is organized (ie: incorporation, LLC, etc.)* and you are the SUCCESSFUL bidder, you must be registered with the NC Secretary of State <http://www.secretary.state.nc.us/Corporations/CSearch.aspx>.

17. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in- state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

18. **RESULTS:** Award information will be posted at <https://www.highpointnc.gov/1430/Contract-Opportunities>

19. **CONTRACTS:** It is recognized that the formal basis of any agreement between Contractor and user will be a contract to be negotiated between parties rather than a proposal. In submitting proposals, Contractors must indicate that they are prepared to complete a contract containing all the information submitted in their proposals. Contractors must also be prepared to meet the City's insurance requirements at the time the contract is awarded. Contractors must submit a sample of any of their own contracts related to software maintenance and licensing. Contractor shall be required to sign a City of High Point Purchases contract, a sample of which is included in this RFP.

20. **PAYMENT:** A contract that includes a payment schedule based on tasks, timetables and percentages of completed work will be developed prior to work commencing with the awarded.

The City shall pay the Service Provider the total amount of RFP, but not more than the not to exceed cost, for the Service Provider's full provision of the Services.

21. **SALES TAX:** Sales Tax shall not be included in any proposed prices. The City of High Point is not tax exempt and will pay sales tax where applicable. Sales tax shall be invoiced as a separate item.

22. **REJECTION OF PROPOSAL:** The City of High Point reserves the right to reject any and all Proposals, to waive any informality in proposals received, to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the City's best interest. Moreover, the City reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City.

23. **INSURANCE:** The Contractor shall purchase and maintain during the life of this contract comprehensive general liability and other insurance as is appropriate for the work being performed as outlined in the sample agreement which is attached for your reference.

24. **E-Verify Requirements Apply to Public Contracts:** The successful proposer will be required to submit a completed E-Verify affidavit after award.

FEDERAL REQUIREMENTS AND SPECIAL CONDITIONS for PROFESSIONAL SERVICES

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Act, as amended. References include, but are not limited to, the Master Agreement FTA MA(26), dated October 1, 2019; FTA Circular 4220.1F, updated March 18, 2013; "Best Practices Procurement Manual", updated October 2016; 2 CFR Part 1201 and any subsequent amendments or revisions thereto.

NOTE: "BIDDER" AND "CONTRACTOR" ARE USED SYNONYMOUSLY

2. Federal Changes

The Contractor understands that Federal laws, regulations, policies, and related administrative practices applicable to this contract may be modified, amended or promulgated from time to time during the term of this contract. The Contractor agrees and shall comply with the most recent of such Federal requirements that will govern this contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the contract is executed and may apply to this contract. The Contractor's failure to so comply shall constitute a material breach of this contract. The following identifies, but is not limited to, the federal requirements that shall apply to this contract.

3. Conflict of Interest

No employee, officer, board member, or agent of the City of High Point shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

4. Contracting with Disadvantaged Business Enterprises

The Federal Fiscal Year goal has been set for the grantee of subgrantee in an attempt to match projected procurements with available qualified disadvantaged businesses. The goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, January 29, 1999, and authorized by:

- a. Titles I, III, V and VI of ISTEA, Pub. L. 102-240, or
- b. Federal transit laws in Title 49, U.S. Code, or

c. Federal transit laws in Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178. amended by Section 106(c) of the Surface Transportation Assistance Act of 1987 and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the City of High Point may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

a) Policy It is the policy of the Department of Transportation and the City of High Point that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Contract. The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. The grantee or subgrantee shall promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of procurement activities are encouraged.

b) DBE obligation The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the grantee or subgrantee may declare the contractor noncompliant and in breach of contract.

d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with grantee or subgrantee DBE program. These records and documents will be made available at reasonable times and

places for inspection by any authorized representative of grantee or subgrantee and will be submitted to grantee or subgrantee upon request.

e) The grantee or subgrantee will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBE
- Available listing of Minority Assistance Agencies
- Holding bid conferences to emphasize requirements

5. Civil Rights

Contractors and subcontractors shall assure and comply with all requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sect. 2000d; 49 U.S.C. Sect. 5332; and DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. part 21, and any implementing requirements FTA may issue.

6. Equal Employment Opportunity

The contractor or any sub-contractor may not discriminate against any employee or applicant for employment, because of race, color, age, creed, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7. Access Requirements of Individuals with Disabilities

Contractors shall agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Subsection 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d); and the following Federal regulations including any amendments thereto:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/ U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) 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;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609;
- (10) Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194; and
- (11) Any implementing requirement FTA may issue.

8. Access Services for Persons with Limited English Proficiency

The Contractor agrees to comply with guidance set forth in Executive Order No. 131166, "Improving Access to Services for persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. 2000d-1 note, and with the requirements and provisions of U.S. DOT notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 66733 et seq., January 22, 2001.

9. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

10. Reporting, Record Retention, and Access

The following access to records requirements apply to this Contract:

1. In accordance with 49 C. F. R. 18.36(i)(10), the Contractor agrees to provide the City of High Point, the N.C. Department of Transportation, 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. Where the City of High Point enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other nonprofit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R.19.48(d), the Contractor agrees to provide the City of High Point, the N.C. Department of Transportation, the FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

3. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, 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.

4. 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.

5. 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 of High Point, 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 18.36(i)(11).

11. No Federal Government Obligations to Third Parties

The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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 subcontractor who will be subject to its provisions.

12. False or Fraudulent Statements or Claims

(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. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 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 subcontractor who will be subject to the provisions.

13. Debarment and Suspensions

Executive Order 12549, as implemented by 49 CFR Part 29 prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally assisted contracts.

Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$100,000.

Instructions for Certification:

(1) By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the

prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City of High Point may pursue available remedies, including suspension and/or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the City of High Point if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the City of High Point for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City of High Point.

(6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

(8) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction

with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the City of High Point may pursue available remedies including suspension and/or debarment.

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction”

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

14. Termination or Cancellation of Contract

Termination or cancellation of the contract, in whole or in part, may be determined by the project if it is in the best interest of the project. A notice of termination shall be delivered to the Contractor, specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid for work that has been performed and completed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid. A 30-day notice of termination shall be required.

15. Protest Procedures

All protests shall be filed, handled, and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1F Third Party Contracting Guidelines updated March 18, 2013 and the City of High Point’s Protest Procedures below.

Current FTA policy states that: “Reviews of protests by FTA will be limited to a grantee’s failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of federal law or regulations will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local officials.” (FTA Circular 4220.1F, Section 7, paragraph I., Written Protest Procedures)

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed 15 days prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. To be filed on a given day, protests must be received by 4:30 p.m. current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is complete. Unless the time limit for receiving the protest is extended for good cause, a protest that is received after the time limit will not be considered.

All protests should be filed in writing with the City Manager, City of High Point, P.O. Box 230 (211 S. Hamilton St.), High Point, NC 27261. No other location shall be acceptable. To be complete, protests must contain the following information:

1. The protester's name, address, telephone number, and fax number;
2. The solicitation/bid number;
3. A detailed statement of all factual and legal grounds for protests and an explanation of how the protester was prejudiced;
4. Copies of relevant documents supporting protester's statement;
5. A request for ruling by the City of High Point;
6. Statement as to form of relief requested;
7. All information establishing that the protester is an interested party for the purpose of filing a protest; and
8. All information establishing the timeliness of the protest.

All protests must be signed by an authorized representative of the protester.

When a protest is filed before an award, an award shall not be made until the matter is resolved unless based on written finding that 1) the supplies or services are urgently required, or 2) delivery or performance would be unduly delayed by failure to make the award promptly, or 3) a prompt award would be in the best interest of the City. Should the City postpone the date of bid submission owing to a protest or appeal of the solicitation specifications, addenda, dates, or any other issue relating to the procurement, the City shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest has been filed, and the due date for the bid submission shall be postponed until the City has issued its final decision.

When a protest is filed within ten (10) days after an award or five (5) days after a debriefing date was offered to the protester under a timely debriefing request, whichever is later, performance shall be immediately suspended pending resolution of the protest. However, contract performance may continue, notwithstanding the protest, based on written finding that 1) contract performance would be in the best interest of the City, or 2) urgent and compelling

circumstances that significantly affect the interests of the City will not permit waiting for a decision.

The City Manager shall make a decision on the protest within ten (10) working days from the receipt of the protest. The written decision will respond to the issues raised by the protester and will address any other issues, which even if not raised by the protester, that may have been identified as being relevant to the fairness of the procurement process. The decision will be delivered to the protester by "Certified Mail, Return Receipt Requested." In extreme cases, it may take longer than ten (10) working days to issue a decision. In these cases, the protester and all other interested parties will be notified of the delay. Any decision rendered by the City Manager may be appealed to the City Council. The protester has the right within five (5) working days of receipt of determination to file an appeal restating the basis of the protest and the grounds of the appeal. In the appeal, the protester shall only be permitted to raise factual information previously provided in the protest or discovered subsequent to the City Manager's decision and directly related to the grounds of the protest. The City Council's decision shall constitute the final administrative remedy of the City of High Point.

If the City Manager or City Council find for the protester, one or more of the following remedies may be granted:

1. Terminate the contract.
2. Re-compete the requirement.
3. Issue a new solicitation.
4. Refrain from exercising options under the contract.
5. Award a contract consistent with statutes and regulations.
6. Amend the solicitation provisions that gave rise to the protest and continue with the procurement.
7. Such other remedies as the decision-maker may determine are necessary to correct a defect.

The bidder may withdraw its protest or appeal at any time before the City issues a final decision.

A protester must exhaust all administrative remedies with the City before pursuing a protest with the Federal Transit Administration (FTA). However, if the protester believes that the City of High Point failed to review the complaint or protest or failed to follow its own protest procedures, the protester may file an appeal to the FTA office below:

Regional Administrator
Federal Transit Administration, Region IV
230 Peachtree Street, NW
Suite 1400
Atlanta, GA 30303

The protester must file with the FTA no later than five (5) days after the City Council's final decision is rendered, with a concurrent copy of the appeal to the City of High Point. The submission to the FTA should include the name and address of the protester, a statement of the grounds for protest and any supporting documentation, a copy of the local protest filed with the City of High Point, and a copy of the City of High Point's decision.

The City of High Point will submit to the FTA any required information requested in order for the FTA to make a determination, including a copy of these protest procedures, a description of the process followed concerning the protest in question, and any supporting documentation. The City of High Point will provide to the protester any material submitted to the FTA.

16. Privacy

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Contractor shall obtain the express consent of the Department and the Federal Government before the Contractor, and any subcontractors, or any of their respective employees operate a system of records on behalf of the Federal Government. Failure to do so may result in termination of the Contract and civil and criminal penalties for violation of the Privacy Act.

17. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Solicitor/Purchaser of this Purchase Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any negligent or willful acts or omissions by the Contractor, or the officers, agents, employees, or subcontractors of the Contractor, or the failure to perform or comply with any of the provisions of the Purchase Contract.

18. Seat Belt Usage

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt on the job seat belt use policies and programs for its employees when operating company owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts entered into under this project.

19. 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.IF, as amended, March 18, 2013, is

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 of the grantee or subgrantee requests which would cause grantee or subgrantee to be in violation of the FTA terms and conditions.

20. Texting While Driving and Distracted Driving

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

21. Sensitive Security Information

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

SCHEDULE

Milestone	Date
RFP Released	February 7, 2020
Deadline for Questions Submission	Friday, February 21, 2020, 4:00 PM
Response to Questions and Addendum(s) Distributed	Tuesday, February 25, 2020, 5:00 PM
Proposal Due Date	Thursday, March 12, 2020, 4:00 PM
Notice of Intent to Award	Friday, March 27, 2020
Award Date	TBD
Project Start Date	April 13, 2020 (Tentative)

Request for Proposal for Safety Management System Readiness Assessment and Agency Safety Plan Development

SCOPE OF WORK

The City of High Point is conducting a procurement for services of a contractor to conduct a Safety Management System (SMS) Readiness Assessment of its transit system. The contractor will also develop an Agency Safety Plan that is compliant with the Federal Transit Administration's (FTA) Public Transportation Agency Safety Plan (PTASP) Rule (49 CFR Part 673).

It is the intent of the City of High Point to solicit proposals from a professional contractor for the required SMS Readiness Assessment for the formulation of the agency (PTASP).

The contractor is required to submit a scope of work plan to conduct the following:

Phase 1:

1. Review the Agency's current safety policies, procedures, and plans along with the Agency's organizational chart and additional documentation related to the Agency's implementation of SMS.
2. Conduct a two-day onsite review of the Agency's operations and safety initiatives that are currently in place.
3. The onsite session shall include:
 - a) Orientation and roundtables with the Agency's managers and supervisors regarding FTA SMS and Part 673 as they apply to small public transportation providers.
 - b) A basic SMS Readiness Assessment to identify the Agency's processes already in place that can support SMS implementation.
 - c) Summarize the SMS processes that the Agency needs to develop and document in their Agency Safety Plan to meet Part 673 requirements.
4. Compile the data and information gathered from the onsite review and share the results of the SMS Readiness Assessment in an SMS Development Plan that details the processes the Agency already has in place that can support its SMS and the processes it must develop to meet the requirements of Part 673. This plan will list initiatives the Agency may wish to consider when developing its SMS processes. The SMS Development plan must include the following:
 - a) An overview that includes a short explanation of the SMS Readiness Assessment site visit and activities conducted during the assessment, as well as a list of the staff that the assessment team interviewed.
 - b) A list of existing practices the transit agency currently has in place, identified during the readiness assessment which will support its SMS development and implementation efforts.
 - c) Identification of Safety Management Policy practices and a list of the activities within the safety management policy component of SMS that must be addressed to begin developing

- and implementing SMS.
- d) Identification of Safety Risk Management practices and a list of the activities within the safety risk management component of SMS that must be addressed to begin developing and implementing SMS.
 - e) Identification of Safety Assurance practices and a list of the activities within the safety assurance component of SMS that must be addressed to begin developing and implementing SMS.
 - f) Identification of Safety Promotion practices and a list of the activities within the safety promotion component of SMS that must be addressed to begin developing and implementing SMS.
 - g) SMS Implementation Action Steps: This is a list of the steps that must be taken to implement SMS. It should also lay out a strategy for the order in which SMS processes should be implemented.
5. The contractor shall deliver this plan as outlined above within one month of the initial onsite visit.

Phase 2:

1. The contractor will prepare a draft Agency Safety Plan using the results of the SMS Readiness Assessment and outcomes of the Agency's activities consistent with recommendations made in the SMS Development Plan.
2. The contractor will conduct a subsequent onsite visit of two days to deliver the draft Agency Safety Plan and hold meetings with the Agency's staff, as necessary, to review SMS processes that are needed to complete the draft and comply with Part 673 requirements.
3. After the subsequent onsite technical assistance visit, the contractor will review and edit the draft Agency Safety Plan and submit it for finalization and approval.

Proposal Format

Cover Letter

- Include a Letter of Transmittal signed by the person(s) with the authority to bind the firm and answer questions or provide clarification concerning the submitted proposal. Include the following information:
 - Firm name, address, telephone number,
 - Contact Name & Title
 - Year Business Established
 - Type of Organization
Indicate whether a sole proprietor, partnership or corporation and whether or not a disadvantaged business enterprise (DBE).
 - Tax Identification Number
 - City of High Point vendor number.
To register your company with the City of High Point, please go to <https://spa-dmz.highpointnc.gov:8443/DB/HPDataBrowsePage.jsp?System=FMS&RptName=VENDNIGP>. Choose the NIGP codes for the products or services you provide. Once all tabs are completed and W-9 is uploaded, return to the first tab, choose Complete, Save and then Submit. If you experience any issues registering as a vendor for the City of High Point, please contact the Purchasing Division at purchasing@highpointnc.gov or 336.883.3221.
 - DUNS Number and acknowledgement of SAM.gov registry.

Statement of Qualifications

- State qualifications and relevant experience in conducting business similar to that, which is required herein, within the last three (3) years.

References

- Provide three (3) client references from prior transit system studies conducted in the last two (2) years. Include organization name, address, telephone number, and name and title of a contact person.

Resumes of Key Personnel

- Provide resumes showing the names, experience, and professional qualifications of the key personnel to be assigned to this project. If subcontractors, joint ventures, or both are contemplated, include the qualifications, experience, and references of the entire team.

Work Plan

- Submit a detailed work plan describing how you intend to provide the services outlined in the scope of work. Describe the technical approach to be taken for the work required. Provide a clear explanation of how the work will be organized, including a diagram showing the name of the committed team member, how they will interact, and the intended level of involvement for each team member. If subcontractors, joint ventures, or both are contemplated, identify the entire team, and specifically identify the intended lead of the prime contractor. Provide a project progress schedule. The schedule should provide specific milestones for the project.

Quality Control Plan

- Submit a quality control plan describing how you intend to meet the requirements outlined in the scope of work.

Cost Factors

- Include detailed costs. Line items should include the different tasks, the level and number of personnel to be used; hours devoted to project by level, hourly pay rate by level, travel costs, printing costs, and overhead rates. The cost proposal must include a “not to exceed” total for the project.
- Complete and include the Cost Summary Page

SUBMITTAL REQUIREMENTS

Firms that submit proposals in response to this request for proposals must have the capability of providing the services listed. The City of High Point assumes no obligation of any kind for expenses incurred by any respondent to this solicitation. All submittals become the property of the City of High Point and will not be returned. The submittal shall meet the following requirements or will be deemed non-responsive and will not be eligible for consideration of this project:

- Proposals shall be signed by an officer authorized to bind the proposer and shall contain a statement to the effect that the proposal constitutes a firm offer for at least 90 days from the last day of receipt of proposals set forth herein.
- Each criterion for selection must be addressed.
- There is a minimum twelve (12)-point font requirement for the basic text of the entire submittal. Any charts, graphs, table of organizations, etc., must be of readable size.
- One (1) original (clearly marked as such) hard copy and one (1) electronic copy on CD, flash drive, or SD card are due no later than **4:00 p.m., Thursday, March 12, 2020**, to
Ms. Angela Wynes, Transit Manager
City of High Point
716 W Martin Luther King Jr Dr
High Point, NC 27262.
- Submittals shall be in a sealed, opaque envelope, clearly marked **[“RFP # TRANSIT-031220-R-0010 – SMS Readiness Assessment & Agency Safety Plan Development.”](#)** **The proposed fee structure and schedule shall be provided in a separate, sealed envelope.**
- Late submittals, or those delivered by facsimile, electronic mail, or any other format other than bound paper copies, will be deemed non-responsive and will not be considered for the project.

The City of High Point has an overall Disadvantaged Business Enterprise (DBE) Goal of 3.6%, however, there is not a specified goal for this project. The City of High Point highly encourages disadvantaged, minority, and women-owned consultant firms to respond directly. Where subcontracting opportunities exist, firms are encouraged to subcontract with DBE firms. ***All participation of DBE’s should be described in detail in bidder’s proposals. If the prime vendor or any subcontractors are DBE’s that are certified by the North Carolina Department of Transportation, documentation of such a certification must be included in the bid at the time of submission.***

From the date of this RFP until 4:00 p.m. Friday, February 21, 2020, all questions and inquiries should be submitted in writing by mail, fax or Email to the following:

Questions regarding the technical aspect and selection process of this Request for Proposals should be directed to Ms. Angela Wynes, angela.wynes@highpointnc.gov or by fax at 336-822-7175 or by mail at City of High Point Transit System, 716 W. Martin Luther King, Jr. Dr., High Point, NC 27262.

Questions regarding the solicitation process should be directed to Ms. Libby Rush, libby.rush@highpointnc.gov or by fax at 336-883-3248 or by mail at City of High Point Purchasing Division, PO Box 230, High Point, NC 27261.

All prospective offerors will be notified of questions and responses by addendum by the close of business on Tuesday, February 25, 2020.

Prices shall not be made public until the contract is awarded. Proposals may not be withdrawn after the submission date.

This solicitation does not obligate the City of High Point to pay for costs incurred in the preparation of proposals or to award a contract. The City of High Point reserves the right to accept or reject any or all proposals, or to cancel in part or in whole, this solicitation.

Disclosure of Proposal Contents

Cost and price information provided in all proposals will be held in confidence and not revealed or discussed with competitors. All material submitted becomes the property of the City of High Point and may be returned only at the City's option. Proposals submitted to the City of High Point will be reviewed and evaluated by persons of the City's choosing, other than competing proposers. The City of High Point retains the right to use any and/or all ideas presented in reply to the RFP. Eventual selection or rejection of proposals does not affect this right.

CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. Consultant interview will be held solely at the option and discretion of the City. The process for selection shall occur in the following sequence:

- Review and Ranking of Proposals (with cost proposal remaining sealed)
- Ranking of Proposals (with cost proposal unsealed)
- Identify best qualified firm
- Award contract

A project selection committee will be formed to evaluate the proposals and to make recommendation to City Council. This committee may consist of representatives from various departments within the City and/or representatives from other neighboring transit systems. Composition of this committee is at the sole discretion of the City.

The committee will review the proposals for format to ensure conformance with the requirements of the RFP and will select a consultant based solely on the information provided in the proposals received in response to the RFP.

Evaluation Criteria:

The following information and criteria will be used to evaluate and rank responses:

Criteria	Weight
1. The proposers' experience with similar projects. The proposers' past record of performance on contracts, including factors such as cost control, quality of work, and ability to meet schedules.	15%
2. The qualifications and experience of the key project members.	10%
3. Capacity to perform the work as proposed in the work plan taking into account the proposed schedule and individual workloads within reasonable limitations.	20%
4. Capacity to facilitate close coordination and oversight during the project, including firm location and its subcontractors and provisions for regular meetings with staff and/or the steering committee during the project.	10%
5. How well and thoroughly the proposal addresses the scope of work outlined in the RFP, the methodology to be utilized, the work plan including a timetable and the overall content of the proposal.	25%
6. Proposed Cost of Study	20%
Total	100%