



**REQUEST FOR PROPOSALS
FOR
TELEPHONE SYSTEM REPLACEMENT
CITY OF GRAND ISLAND, NEBRASKA**

OVERVIEW

The City of Grand Island, Nebraska is seeking proposals for the purchase, implementation, and maintenance of replacing the City's telephone system.

It is the intent of this Request for Proposal (RFP) to have the successful firm enter into a Professional Services Contract with the City of Grand Island (City) to supply equipment, implementation, and maintenance as outlined herein.

BACKGROUND

The City of Grand Island is requesting proposals for a new phone system. The contractor is to provide a proposal in accordance with the below specifications.

SCOPE

Provide and install a hosted digital VOIP telephone system including porting of all phone numbers and DID lines for all locations. The system must be compatible to support Caller ID, DID, T-1, auditing, paging, recording, TAPI and TSAPI. There are approximately 250 handsets between all the locations. The proposal shall state how the system is configured and hosted. The system should include future expansion capabilities noted. The system shall be in accordance with the following specifications.

Locations are as follows:

City Hall – 100 E. 1st St

Police Department – 111 Public Safety Drive

Library – 1124 W 2nd St

Fire Station #1 – 409 E Fonner Park Road

Fire Station #2 – 1720 N. Broadwell Avenue

Fire Station #3 – 2310 S Webb Road (new Fire Station building will be under construction)

Fire Station #4 – 1130 N North Road

The system shall be equipped with all common equipment including all necessary hardware and software items as depicted below to provide a complete working system. System and proprietary sets shall be parts and labor warranted for not less than two years.

Training shall be provided to include not less than four (4) group user-training sessions within three (3) working days preceding conversion. The system shall be redundant if an on-site PBX is proposed.

Materials and training for installation are to be provided with the system.

Features of the systems shall include, but not be limited to the following:

- Multi-line conferencing
- Hot line service
- Power failure backup-4-hour minimum with failsafe analog 2 lines still functional
- System and individual speed dialing
- SMDR
- Toll restriction
- Auto call back
- Call forward don't answer.
- Call forward busy.
- Call hold.
- Call pickup.
- Music on hold
- Auto answer
- Microphone mute on key set
- Privacy/privacy release
- Speakerphones (built in)
- Hands free answer on intercom
- Hold recall.
- Last number redial.
- Saved number redial.
- Do not disturb.
- Extra removable labeling cards
- Direct station selection (DSS) w/busy lamp field keys
- Feature button display
- Message waiting.
- External and zone paging
- Voice Mail Capabilities
- Caller ID capabilities
- Separate incoming only 'back door' line to automated attendant
- PC card software upgrades
- PC card backup and restore.
- PC configuration-windows based.
- Call recording.
- Optional Panic/Security capabilities (alerting Police/911)
- Auditing and reporting
- Voice mail to email

SCHEDULE

Installation shall be performed in a manner that minimizes the disruption of phone service. During the installation, the System Supplier shall provide rudimentary phone service, i.e. at least one phone connected directly to an outside line. Service shall not be disrupted for more than one business day. If the installation is expected to take more than one business day, the System Supplier should schedule additional working hours or weekend installation. System Supplier shall submit a proposed installation schedule with the bid submission.

QUALIFICATIONS

System Supplier must be regularly engaged in the business of installing telephone systems, with a minimum of 5 years' experience and must be certified as an installer by the manufacturer of the proposed equipment. The installer certification and a list containing a minimum of three recent projects of similar scope and reference contacts shall be furnished with the proposal.

CODES AND STANDARDS

Equipment and installation shall conform to all applicable codes and standards.

SAFETY

The System Supplier shall follow all applicable OSHA regulations.

PROPOSALS

The proposal including costs shall be separated into sections.

1. City Hall
2. Police
3. Library
4. Fire.

All costs for installation, setup, training, are to be listed for each area separately. Along with the initial cost all reoccurring fees and maintenance cost for hosting are to be included and how long the reoccurring fees are to remain constant. Proposals are due at 4:00pm central time at City Hall on June 20, 2024.

REFERENCES

A list of recent previous projects of similar scope and reference contacts shall be furnished with the Proposal.

SCHEDULE

The system shall be installed and commissioned as soon as possible.

ATTACHMENTS

City Hall Phone List, Police Phone List, Library Phone List, Fire Stations List

SITE VISIT

All contractors are invited to visit the sites prior to submitting proposals to ensure familiarity with the project requirements. Contractors shall contact Patrick Brown, 308-389-0104, to make arrangements for site visits.

OWNER SATISFACTION

The owner reserves the right to withhold up to 10% of the total bid price until such time as all requirements set forth in this bid package are met to the Owner's satisfaction.

RFP RESPONSE SUBMITTAL CHECKLIST

The Proposal shall be in accordance with the following and with the attached DETAILED SPECIFICATIONS.

All prices are to be F.O.B. Grand Island, Nebraska. All prices shall be firm and **shall be exempt from all sales and use taxes** as lawfully assessed under laws and regulations of the State of Nebraska.

All proposals are due no later than **4:00 p.m. central time at City Hall on June 20, 2024**. Submit proposal to:

City of Grand Island
100 E 1st Street
Grand Island, Nebraska 68801
Attention: Patrick Brown

Any proposal received after the specified date will not be considered. No verbal proposal will be considered. Proposal may be submitted electronically through the City's portal.

Contractor agrees to comply with all applicable State and City fair labor standards in the execution of the Contract, including compliance with Section 73-102, R.R.S. 1943. Contractor further agrees to comply with Section 48-657, R.R.S. 1943 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska and to comply with Section 53-188, R.R.S. 1948 pertaining to payment of all labor performed and for payment for materials and equipment rental with is actually used in performing this Contract. Contractor shall maintain a drug free workplace policy.

All proposals shall be valid for at least thirty (30) working days after the proposal deadline for evaluation purposes. All proposals must be on the Contractor's official bid data forms and must be signed and dated to be accepted. Please contact Patrick Brown at 308-389-0104, for questions concerning this specification.

Vendor shall submit a response in the following format; please note that no emailed RFP response submissions will be accepted. Only submissions through the City's portal or hard copy.

1. Vendor shall create one original response (labeled "original") with original signature.
2. In addition to the copies specified above the Vendor **MUST** include a USB/flash drive of the entire response if submitted in a hard copy.
3. The RFP name must be shown on the lower left-hand corner of the box.
4. RFP proposals shall be indexed in the suggested format as follows:

Section	Description
1	RFP Cover Sheet
2	Acknowledgement of Scope of Services
3	Company Profile
4	Examples of Previous Work
5	Detail Information pertaining to the Telephone Handset
6	Features & Functionality of the Telephone System
7	References
8	Summary

Questions

Responders will be required to submit questions in writing before the close of business according to the RFP schedule in order for staff to prepare written responses. Written answers will be shared with all potential responders. Questions are best received and most quickly responded to when sent via email directly to Patrick Brown, Assistant City Administrator/CFO, at patrickb@grand-island.com. Questions will not be accepted by phone.

SELECTION PROCESS

The contract, if awarded, will be awarded to the responder submitting the proposal deemed, by the City, in its sole discretion, to be in the best interest of the City. The City is not required to enter into a contract with the particular responder who submits the least costly proposal.

Failure to fully comply with all of the requirements of this RFP and to provide all requested information may result in the proposal being rejected and given no consideration. The determination of compliance with the terms and conditions of this RFP will be in the City's sole judgement and its judgement will be final and conclusive.

Should more than one responder submit a proposal, the following evaluation process may be used to select the contractor.

• Technical Approach/System Functionality	25 points
• Originality/Effectiveness of Responder's Approach to Providing Project Services	15 points
• Responder's Background, Experience, & Qualifications in Performing Similar Projects	20 points
• Project Timeline	20 points
• System & Annual Maintenance Costs	10 points
• Other Variables	10 points
 Total points	 100 points

After receiving the proposals, the City may schedule interviews (see "*Finalist Interviews/Demonstrations*" section below) at its sole discretion with some or all of the responders, and may establish a ranked list of the responders evaluated. The responder receiving the highest ranking may be asked to enter into the contract negotiation stage.

If an agreement to enter into a contract cannot be reached with the responder receiving the highest ranking, then the negotiations with that responder will be terminated. Negotiations may then be opened with the next ranked responder and the process repeated, or the City may elect at any time to reject all submitted proposals and terminate the RFP process. Once negotiations with a particular responder are terminated, the City will not reopen negotiations with that responder.

Initiation/ issuance of this RFP and receipt of proposals do not commit the City to finalize a contract with a responder. Notwithstanding anything to the contrary in this RFP, the City reserves the right to award the contract to the responder(s) whose proposal is determined by the City, in its sole discretion, to be in the best interest of the City. The City is not required to award the contract to the responder that submits the least costly proposal, or to pay any costs associated with the preparation of any proposal. Furthermore, the City reserves the right to award one or more contracts to one or more responders as a result of this RFP.

The City reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the responders submitting a proposal, or to cancel all or part of this RFP.

Responder warrants and represents that the information and charges provided for in the Proposal shall remain unchanged for ninety (90) days. Responder acknowledges that City will be relying on the information contained in the Proposal. No modifications of proposal price will be accepted after the RFP closing date.

A Responder who attempts to influence the RFP process by interfering or colluding with other Responders and/or with any City officer, employee, or agent; or who deviates from the RFP process as set forth in the requirements of the RFP and/or in these terms and conditions, may be disqualified at any time from further participation in the RFP process.

FINALIST INTERVIEWS/DEMONSTRATIONS

After screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. This evaluation may consist of demonstrations of the system and interviews of the project team.

The finalists may be required to perform a demo of their system with sample data. This must be a live demo, not a PowerPoint type presentation. City staff will interview the Responder personnel that will be working on the project. It is mandatory that the Responder staff that will be leading the installation, migration and configuration be present at the demonstration.

USE AND DISCLOSURE OF PROPOSALS

The City reserves the right to retain all proposals that are submitted and to use any ideas in a proposal regardless of whether a proposal results in a contract to provide the service. All proposals will become the sole property of the City.

After the City Council awards a contract and Notice to Proceed is issued all proposals and related documents become a matter of public record, with the exception of those parts of a proposal that are clearly designated as business or trade secrets, as that term is defined by statute, and marked as "confidential" or "proprietary". City shall not in any way be liable or responsible for the disclosure of any proposal, or party thereof, if disclosure is pursuant to the Public Records Act (Nebraska State Statute 84-712) or pursuant to law or legal process. By submitting a proposal, a responder agrees to save, defend, keep, hold harmless, and fully indemnify the City, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise for not disclosing a business or trade secret pursuant to the Public Records Act or other law or legal process.

Notwithstanding any other provisions, the City reserves the right, in its sole discretion, to:

- Accept or reject any or all proposals, or any part(s) thereof;
- Reject any proposal for failure to submit the proposal in conformity with the requirements, or the terms and conditions, of this RFP;
- Waive any informalities, irregularities, or defects in a proposal, or to waive any deviations, from the requirements, or terms and conditions of this RFP, if deemed to be in the best interest of the City;
- Negotiate with a Responder or responders; or
- Terminate the RFP process.

Any Responder submitting a proposal understands and agrees that submission of their proposal shall constitute acknowledgment and acceptance of, and intent to comply with, all the requirements, and terms and conditions of this RFP.

The City shall not be liable for, and by submitting a proposal the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the requirements, or terms and conditions, of this RFP, or because of any misinformation or lack of information.

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted on City of Grand Island's website at: www.grand-island.com AND www.QuestCDN.com

GENERAL INSTRUCTIONS

The proposal must be submitted in a sealed envelope clearly marked "Permitting Software and Implementation RFP". **The proposal must be submitted to the City of Grand Island City Clerk, 100 East First Street, PO Box 1968, Grand Island, Nebraska 68802 and must be time-stamped in our office on or before 4:00 p.m. on the due date of the proposal, February 1, 2024.**

No faxed proposals will be accepted. The Applicants are responsible for ensuring that their proposal, however submitted, is received on time and at the location specified.

To be considered, firms must submit a complete response to the RFP in the form requested.

All proposals and other documents submitted shall become the property of the City of Grand Island. Responses to this RFP are considered public information and are subject to disclosure under Nebraska public records law.

ATTACHMENTS

Attachment A: Sample Agreement

TERM OF CONTRACT

The contract period for the successful responder will be twelve (12) months from date of award. Alternate contract periods may be considered.

ANTICIPATED SELECTION SCHEDULE

May 23, 2024	Release Request for Proposals
May 31, 2024	Responder's questions due
June 6, 2024	Response to Responder's questions complete
June 20, 2024 at 4:00pm	Proposals Due at City Hall
July 11, 2024	Evaluation Committee Ranking Complete
July 17, 2024	Arrange demos for selected Responders
August 1, 2024	Begin Contract Negotiations with Highest Ranked Responder
August 20, 2024	City Council Approval of Agreement
September 10, 2024	Contingent City Council Approval of Agreement
September 12, 2024	Issue Notice to Proceed

GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

INSURANCE

Provide a summary of the broker/firm's insurance coverage. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in this section.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

1. "Worker's Compensation and Employer's Liability." This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Contractor, Contractor's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$500,000 Combined Single Limit
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3. "Comprehensive General Liability." The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. "Umbrella Liability Insurance." This insurance shall protect the Contractor against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. Additional Requirements. The City may require insurance covering a Contractor or Subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Contractor or Subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Contractor of all obligations under the contract.

The Contractor shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. Certificate of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Contractor cannot have the "endeavor to" language stricken, the Contractor may elect to provide a new certificate of insurance every thirty (30) days during the contract. The Contractor shall immediately notify the

City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

FAIR EMPLOYMENT PRACTICES

Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

LB 403

Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

FISCAL YEARS

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

TERMS AND CONDITIONS

The City will not pay any costs incurred by the firm in preparing or submitting the requested documents. The City reserves the right to modify or cancel, in part or in its entirety, this RFP. The City reserves the right to reject any or all submittals, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

TITLE VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Patrick Brown
308-389-0104
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

End of Request for Proposals Information

ATTACHMENT A
Sample Agreement

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and between _____, hereinafter called the Consultant, and the *City of Grand Island, Nebraska*, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of *Request for Proposals for Permitting Software and Implementation for the City of Grand Island Public Works Department*, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the qualifications submitted, and has determined that the aforesaid Consultant submitted the best qualifications based on the evaluation criteria listed in the Request For Qualifications, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the *Request for Proposals* with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Consultant for itself, himself, or themselves, and its, his (hers), or their successors, as follows:

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached *Request for Proposals for Permitting Software and Implementation for the City of Grand Island Public Works Department* and in the attached *Request for Proposals* as submitted by the Consultant; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's qualifications;

ARTICLE II. That the City shall pay to the Consultant for the performance of the work embraced in this agreement and the Consultant will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of _____ and xx/100 Dollars (\$_____) for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

ARTICLE III. The Consultant hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the consultant shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Consultant. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Consultant shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the consultant's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of attached *Permitting Software and Implementation for the City of Grand Island Public Works Department*.

ARTICLE IV. That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or sub agreement, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its sub-consultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

VENDOR

By _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Roger G. Steele, Mayor

Attest: _____

Jill Granere, City Clerk

The agreement is in due form according to law and is hereby approved.

Kari Fisk, City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Sub-consultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any sub-agreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.