



## **REQUEST FOR PROPOSALS**

### **CONTRACT PROVIDER FOR TRANSPORTATION MANAGEMENT AND TRANSPORTATION SERVICES**

**RFP #62-021712**

**CITY OF HIGH POINT**

**HIGH POINT MARKET**

**HIGH POINT, NORTH CAROLINA**

**DECEMBER 15, 2011**

## REQUEST FOR PROPOSALS

### Contract Provider for Transportation Management and Operation Services

December 15, 2011

Dear Service Provider:

The City of High Point located in the State of North Carolina is now accepting Proposals for the Management and Transportation Operation of the Bi-annual High Point Market Event. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

Interviews may be requested by the Selection Committee, and is tentatively set for **March 5-7, 2012**.

All Proposals are due to the City of High Point Purchasing Department, 211 S. Hamilton Street, P.O. Box 230, High Point, NC 27261, no later than **February 17, 2012 at 3:30 p.m., local time**. One (1) original and (6) copies of your Proposal responses should be submitted in a sealed box or opaque envelope plainly marked as follows:

**Request for Proposals #62-021712**

**Attention: Patty Sykes**

**Name of Company Submitting Proposal, address, phone, fax, e-mail**

#### **Proposal for the Provision of High Point Market Transportation Management and Operation Services**

RFP questions must be directed to Matthew Cox, City of High Point Transit System, 716 W. Kivett Drive, High Point, NC 27262, and will be accepted until January 23, 2012. It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned. The City of High Point is an equal opportunity purchaser.

Sincerely,

Patty Sykes  
Senior Buyer

cc: Tammy Nagem, High Point Market Authority

## PROJECT TIMETABLE

<u>ACTION</u>	<u>DATE</u>
Hold orientation meeting City Hall – 3 <sup>rd</sup> floor conference room	Monday, October 24, 2011
Issue Request for Proposals	Thursday, December 15, 2011
Deadline for receiving questions	Monday, January 23, 2012
Responses provided to questions	Monday, February 6, 2012
Proposals due	Friday, February 17, 2012
Date Reserved to call vendors for interviews	Wednesday, Feb. 29, 2012
Dates reserved for onsite interviews	March 5-7, 2012
Date for selecting vendor	April 26, 2012

## INSTRUCTIONS TO PROPOSERS

All Proposals shall be typewritten, signed by the proposer/company or his/her authorized representative, with all erasures or corrections initialed and dated by the official signing the Proposal. The technical proposal and cost proposal shall be submitted together in a sealed envelope and plainly marked **Proposal for the Provision of High Point Market Transportation Management and Operation Services**. The outside of the submittal package shall contain the name, address and phone number, fax and e-mail of the Proposer.

## DUE DATE AND TIME

All Proposals must be mailed or delivered in sufficient time to ensure receipt by the City of High Point on, or before **3:30 pm, local time, Friday, February, 17, 2012**. Proposals received after the date and time specified will not be accepted.

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# Section 1

## Introduction

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### 1. INTRODUCTION

The City of High Point is seeking a qualified Service Provider to manage and operate, with its own employees and/or sub-contractor(s), a combination of special event related services throughout the Piedmont Triad region during the bi-annual High Point Market. Since 1909 the International Home Furnishings Market has called High Point, North Carolina home. The event began over 100 years ago as the Southern Furniture Exposition where craftsmen from the area found it easier to show their wares in one location rather than hauling them on covered wagon around the region. The showcase grew and developed over the years adding product and diverse attendees. In the late 80's the show changed its name to the International Home Furnishings Market to represent the international flavor of the show as well as its focus on home furnishings as a whole and not just furniture. Over time the Market has grown to 10 million square feet of showroom space with 2000 exhibitors and over 75,000 registrants. Approximately 10% of the visitors attending the event come from over 100 countries around the world. The show is held twice a year in the Fall and Spring (traditionally April and October).

The High Point Market is the premier show of its kind in the world and is known for bringing buyers and sellers together in a business tradeshow environment. Ninety-nine percent of the industry's total buying power attends High Point to shop 49 of the top 50 brands in the home furnishings industry. Manufacturers introduce more new product in more categories in High Point than all other shows combined. The media also regularly attends High Point. Just as they would attend the car show in Detroit to see what will be hitting the streets in the automotive industry the media visits High Point to see what consumers will be buying for their homes during the next cycle.

Many people look at the size and breadth of the show and ask "why High Point". High Point is considered the "home" of home furnishings and has been the center of U.S. furniture manufacturing for more than 100 years. The complete support infrastructure, including product development, hardware suppliers, custom finishing studios, showroom space, showroom designers and photography studios can be found in North Carolina. These necessary components are what make this Market a statewide event.

Over \$1.2 billion in economic impact is attributed to this twice a year event and that does not stop at the High Point city limits. In lodging alone seven cities and five counties are utilized not to mention countless private homes. Thirteen thousand jobs across the state can also be credited to the event. The High Point Market is the largest event being held in North Carolina in terms of economic impact. The show spans six days but many exhibitors are here much longer to set-up and break down their show spaces. To compare those dollars with other major events in our country consider the following:

- The Indy 500 with 250,000 people accounted for approximately \$237,000,000
- The Kentucky Derby with 80,000 people accounted for approximately \$50,560,000
- The Super Bowl with 67,000 people accounted for approximately \$42,000,000
- The World Series with 45,000 people per day accounted for approximately \$99,540,000
- The ACC Basketball Tournament with 24,000 people per day accounted for approximately \$30,336,000

In terms of economic impact, jobs, and statewide brand recognition it is imperative that the High Point Market stays strong in North Carolina. To that end, customer service is foremost among the many elements associated with the transportation provisions of Market Transportation.

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## Introduction

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In 2001 City officials and industry leaders created the High Point Market Authority. This public/private partnership speaks as one voice for the 180 showroom buildings that make up the largest furniture trade show in the world. The Market Authority is responsible for both the logistics of the show as well as the global marketing efforts. The group is governed by a board of directors made up of the Market constituents; city leaders, exhibitors and retailers. The City of High Point has a contract with the organization to perform these functions on behalf of the Market Authority.

### 1.1. Purpose Of Solicitation.

In issuing this RFP, the City of High Point is seeking to contract with the most qualified respondent to provide an easy to use, safe, reliable, efficient and cost effective transportation solution for Market attendees. The City of High Point reserves the right to contract with one Service Provider or multiple Service Providers. The vehicles to be used must pass an inspection to ensure safety, cleanliness, reliability and overall performance characteristics by the City of High Point or High Point Market Authority representatives.

### 1.2. General Description Of Tasks.

Work associated with this RFP shall include but is not limited to the following tasks:

- (a) The Service Provider shall be responsible for all preparations necessary to begin management and operation of the event transportation services including identification of key personnel, vehicles and support staff. All safety sensitive personnel shall be drug tested per 49 CFR Part 382, hired and trained, documented procedures shall be established, development of an aggressive safety program, facilities and equipment prepared, routes and schedules fine-tuned, and all other activities required for Service Provider start-up performed. The Service Provider may contract any parts of the services as outlined herewith. The Service Provider shall be responsible for ensuring compliance of all specified guidelines set forth in this document.
- (b) The Service Provider shall coordinate, manage, and control all necessary service activities, which shall include, but are not limited to:
  1. Operating all Services to the levels and standards required as described throughout this RFP as well as any additional service added to or deducted from this contract by The City of High Point. The Service Provider will bear all of the expenses to provide the services as outlined in this document. Reimbursement cost associated with such will be negotiated accordingly. Service levels can vary according to funding availability, Market attendance and other variables.
  2. Provide detailed and accurate invoices for all expenses and from contractors that detail the expenses encumbered and requested for payment.
  3. Provide detailed operating statistics for all categorical services performed including hours, miles and number of passengers, and other needed statistics.
  4. Providing Coach operators, drivers, supervisory, support staff, and administrative personnel, and others as needed;
  5. Establishing all employment policies relative to Service Provider's personnel;

# Section 1

## Introduction

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6. Attend meetings (up to six each Market – reserving the right to hold additional meetings as needed) with Market Authority and City of High Point staff;
7. Developing training and testing programs;
8. Developing administrative, safety and security procedures, performance statistics, and financial records;
9. Developing methods to maximize service efficiency and reliability;
10. Performing all activities associated with the maintenance of equipment required for the operation of the system.
11. Performing or assisting the Market Authority and the City of High Point in carrying out operational planning, scheduling, and other related functions, such as identifying running time and/or loading problems and recommending specific schedule and other adjustments to correct problems;
12. Implementing all Federally required programs such as but not limited to Drug and Alcohol Testing and ADA Compliance;
13. Providing proof of required insurance;
14. Provide NC certified traffic control personnel;
15. Provide signage, bus decals and hang tags with pre-approved marking to the Market Authority or the City of High Point for hotel lobbies, transportation terminals, bus stops, parking lots, etc. Size of signs may vary.

### 1.3. Interpretations and Addenda.

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Service Provider. Service Providers must request such interpretations or clarification in writing from The City of High Point. Requests for information or clarification of this RFP must be made in writing and addressed to Matthew Cox at the address listed below. The City's Point of Contact and Designee will be Matthew Cox. Questions should reference the RFP page and topic number.

Matthew Cox, Transit Manager  
RFP High Point Market Transportation Management and Operations Services  
716 W. Kivett Drive, High Point, NC 27262  
Phone: 336-889-7433  
Fax: 336-883-3425  
E-mail: [buddy.cox@highpointnc.gov](mailto:buddy.cox@highpointnc.gov)

When responding to Service Provider questions, The City of High Point will provide the answer or information in writing or electronic format to all prospective Service Providers that attended the orientation meeting and requested a Request for Proposals. Any written responses issued by the City of High Point to questions and requests for information will be provided to all Service Providers. Any and all such interpretations and supplemental instructions will be made in the form of written addenda which will be sent to all Service Providers. The City of High Point reserves the right to disqualify any Service Provider who contacts a City or County official, employee, or agent concerning this RFP other than in accordance with this Section. Nothing in this Section shall prohibit the City of High Point from conducting discussions with Service Providers after the Proposal submission.

As part of the evaluation process, the Selection Committee may engage in discussions with any Service Provider. Discussions might be held with individual Service Providers to determine in greater detail the Service Provider's qualifications, to explore with the Service Provider the scope and nature of the required contractual services, to learn the Service Provider's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the

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City of High Point. The City of High Point may at its discretion require one or more Service Providers to make presentations to the Selection Committee.

### **1.4. Interviews**

Each Service Provider should reserve the dates **March 5-7, 2012**, for possible interviews by the City of High Point.

# Section 2

## General Information

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### 2. GENERAL INFORMATION.

Section 2.0 contains information, which shall govern the general terms and conditions of this Request for Proposals and any subsequent Proposal submissions.

#### **The City of High Point - Point of Contact.**

The City of High Point will provide one (1) Point of Contact for the final Contract, who will represent the best interest of the High Point Market. The City of High Point Point of Contact will facilitate the flow of information, as needed to the Market Authority. The Point of Contact may choose at their discretion or may adjust or decline payment after any incidence that the Service Provider does not meet the specifications of this RFP.

#### **2.1. Definitions.**

As used in this RFP, the following terms shall have the meanings set forth below:

*Agreement:* Refers to the Contract executed between the Service Provider and the City of High Point.

*Schedule A:* Refers to expenses approved for the provisions of a pending contract between the City of High Point and provider.

*Transit Bus:* means traditional two door suburban passenger transport vehicle with accommodations of 31-40 passenger seats; including heat and A/C.

*City of High Point:* Refers to professional staff and elected and appointed officials with direct decision authority for RFP, daily operations and event transportation activities.  
*CHP*

*Company:* Refers to the entity the City of High Point contracts with to provide the services described in this document.

*Contract:* Refers to a Contract executed by the City of High Point and a Service Provider for all or part of the Services covered by this RFP. Submission of the RFP will be the basis for any pending contract.

*Contract Administrator:* Refers to the City of High Point staff or designee, which will administer the day-to-day operation of the Contract for the City of High Point.

*Effective Date:* The date on which the City of High Point executes the Contract(s) arising from this procurement effort.

*Event:* Means the High Point Home Furnishings Market, aka the International Home Furnishings Market

*Market Authority (MA)* Refers to the High Point Market Authority and key personnel who have direct input and point of contact with the Service Provider on the daily operations of the event transportation activities.

## Section 2

# General Information

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<i>Minibus or small bus:</i>	means a small bus with a capacity of 15-25 passengers, with or without a lift gate. Including heat and A/C
<i>Minivan:</i>	means a 5-7 passenger capacity vehicle with heat and A/C.
<i>Motorcoach Bus:</i>	means a standard, large bus (approximately 45-55 passenger capacity) generally designed and used for highway and long distance transportation; with one door for entrance and exit with heat and A/C
<i>Over The Road Bus:</i>	Refers to the industry term for a bus that meets the approval of the City of High Point, OR DESIGNEE to perform the Services as described in this RFP with heat and A/C
<i>Park and Ride Lots:</i>	means the motorcoach bus, bus, minibus, van, minivan transportation system between designated venue parking and Market event facilities. (Synonymous with Shuttle lots)
<i>Passengers:</i>	Refers to patrons of the Services offered.
<i>Point of Contact:</i>	The City of High Point Employee representing the interests of the City of High Point for this Project and/or the duly authorized representation acting on behalf of the City of High Point during the contract time.
<i>Project Manager:</i>	means the duly authorized representative of the Contractor during the contract time.
<i>Proposal:</i>	Refers to a properly signed and guaranteed written offer of the Service Provider to perform the Services and to furnish the labor, vehicles and materials at the unit price quoted
<i>RFP</i>	means request for proposals.
<i>Road Calls:</i>	Refers to calls for help to the Service Provider dispatcher for a broken down bus or any other problem that would prevent the timely execution of the Services.
<i>Selection Committee:</i>	Team composed of City of High Point and Market Authority staff that will evaluate the Proposals and give a recommendation to High Point City Council and High Point Market Authority Board.
<i>Service Provider:</i>	Refers to a Company that has been selected by the selection committee to provide the Services as described in this RFP or that has submitted a Proposal in response to this RFP for review by the City of High Point.
<i>Services:</i>	Refers to services and any work that is required to be performed by the Service Provider according to the terms and conditions as set forth in this RFP.
<i>Service Start Date:</i>	Refers to the date on which Services to be provided under the Contract begins.
<i>Shuttle Service:</i>	Refers to vehicle shuttles that will transport Event attendees to and from designated points of origin to the Event site.

# Section 2

## General Information

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*Subcontractor:* means any person, firm or corporation other than employees of the Contractor who contracts with the Contractor to furnish labor, materials, services and/or equipment for the project.

*Van:* means a 12-15 passenger capacity vehicle, with or without a lift gate.

### 2.2. Accuracy of RFP and Related Documents.

The City of High Point assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the City of High Point will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City of High Point other than those given in writing by the City of High Point through the issuance of addenda. In no event may a Service Provider rely on any oral statement by the City of High Point or its agents, advisors or consultants.

Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by the City of High Point, the Service Provider should immediately notify the City of High Point of such potential discrepancy in writing, and a written addendum will be mailed or delivered to each Service Provider if the City of High Point determines clarification to be necessary. Each Service Provider requesting an interpretation will be responsible for delivering such requests to the City of High Point's designated representatives in writing.

### 2.3. The City of High Point Rights and Options.

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

- (a) To supplement, amend, substitute or otherwise modify this RFP at any time;
- (b) To cancel this RFP with or without the substitution of another RFP;
- (c) To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City of High Point;
- (d) To issue additional requests for information;
- (e) To require one or more Service Providers to supplement, clarify or provide additional information in order for the City of High Point to evaluate the proposals submitted;
- (f) To conduct investigations with respect to the qualifications and experience of each Service Provider;
- (g) To waive any defect or technicality in any Proposal received; and
- (h) To reject any or all Proposals.

### 2.4. Expense of Submittal Preparation.

The City of High Point accepts no liability for the costs and expenses incurred by the Service Providers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Service Provider that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the City of High Point for the costs and expenses associated with the procurement process.

# Section 2

## General Information

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### 2.5. Proposal Conditions.

The following terms are applicable to this RFP and your organization's Proposal.

#### 2.5.1. RFP Not An Offer.

This RFP does not constitute an offer by the City of High Point. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City of High Point unless the City of High Point and your organization execute a Contract. No recommendations or conclusions from this RFP process concerning the Service Provider shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

#### 2.5.2. General Reservation of Rights.

The City of High Point reserves the right, in its sole discretion, to reject any or all Proposals in response to this RFP, to waive any irregularities or informalities in a Proposal, and to enter into any Agreement deemed by the City of High Point to be in the best interest of the City of High Point, with one or more of the Service Providers responding. The City of High Point reserves the right to discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms.

#### 2.5.3. The City of High Point's Right to Terminate Discussions.

The Service Provider's participation in this process might result in the City of High Point selecting your organization to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City of High Point to execute a Contract or to continue discussions. The City of High Point can terminate discussions at any time and for any reason.

#### 2.5.4. Requirement for Representation as to Accuracy and Completeness of Proposal.

Each Service Provider shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: **“The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City of High Point, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead City of High Point as to any material facts.”**

#### 2.5.5. Trade Secrets/Confidentiality.

Upon receipt at the City of High Point, your Proposal is considered a public record except for material, which qualifies as “trade secret” information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal will be reviewed by the City of High Point's Selection Committee, as well as other City staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Service Provider must take the following precautions: (a) any trade secrets submitted by a Service Provider should be submitted in a separate, sealed envelope marked “Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Service Provider agrees that the City of High Point may reveal any trade secret materials contained in such response to all City staff and officials involved in the

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# General Information

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selection process, and to any outside consultant or other third parties who serve on the selection committee or who are hired by the City of High Point to assist in the selection process. Furthermore, each Service Provider agrees to indemnify and hold harmless the City of High Point and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Service Provider has designated as a trade secret. Any Service Provider that designates its entire Proposal as a trade secret may be disqualified.

### 2.5.6. Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina, the City of High Point, and all statutory requirements of the Federal Government, to the extent applicable.

### 2.5.7. Reservation of Right to Change Schedule.

The City of High Point shall ultimately determine the timing and sequence of events resulting from this RFP. The City of High Point reserves the right to delay the closing date and time for any phase if the City staff believe that an extension will be in the best interest of the City.

### 2.5.8. Reservation of Right to Amend RFP.

The City of High Point reserves the right to amend or cancel this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be sent to each Service Provider in writing.

### 2.5.9. Additional Evidence of Ability.

A Service Provider shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by the City of High Point.

### 2.5.10. No Collusion or Conflict of Interest.

By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. Any evidence of collusion or fraud will be investigated and prosecuted by the City of High Point to the fullest extent of the law.

### 2.5.11. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Service Provider. The City of High Point reserves the right to negotiate price and services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City of High Point. The Service Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City of High Point's election. Any false or misleading statements found in the Proposal will be grounds for disqualification.

### 2.5.12. Subcontracting.

The successful Service Provider shall be the prime Service Provider and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Successful Service Provider will assume all responsibility for the performance of the Services

## Section 2

# General Information

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that are supplied by the subcontractor. Additionally, the City of High Point must be named as a third party beneficiary in all subcontracts.

### 2.5.13. Withdrawal for Modification of Proposals.

Service Providers may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal, and received by the City of High Point prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked “**Modifications to Proposal.**”

### 2.5.14. No Bribery.

In submitting a response to this RFP, each Service Provider certifies that neither it, any of its affiliates or subcontractor, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City of High Point in connection with this Agreement.

### 2.5.15. Exceptions to RFP.

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree and comply with all terms, conditions, specifications, and requirements of this RFP. An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

### 2.5.16. Fair Trade Certifications.

By submission of a Proposal, the Service Provider certifies that in connection with this procurement:

- ◆ The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone; and
- ◆ Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening; and
- ◆ No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

### 2.5.17. Compliance with Laws.

In submitting a Proposal, each Service Provider agrees to make itself aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this RFP. Each Service Provider further agrees that it will at all times during the term of the Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to Workers’ Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work covered by this RFP.

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### 2.5.18. Clarification of Ambiguities.

Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the City of High Point in writing of such apparent discrepancy. Notification shall be sent to the City of High Point at the address in Section 1.4. Failure to notify the City of High Point will constitute a waiver of claim of ambiguity, inconsistency or error.

### 2.5.19. Service Provider's Obligation to Fully Inform Themselves.

Service Provider's or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Service Providers own risk.

### 2.5.20. Post-Award Conference.

A post-award conference will be scheduled with the Service Provider(s) as soon as practical after the award of the Contract. A Service Provider representative shall attend the conference along with anticipated major subcontractors. A proposed implementation schedule shall be submitted to the City of High Point's project/contract representative.

### 2.5.21. Disclaimer.

Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided by the City of High Point. The City makes no representations or warranties regarding any information or data provided by the City or others.

# Section 3

## Proposal Format

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### 3. PROPOSAL FORMAT

The City of High Point desires all Proposals to be identical in format in order to facilitate comparison. While the City of High Point's format may represent departure from the Service Provider's preference, the City of High Point requires strict adherence to the format. Each Proposal will be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The Proposal will be in the format described below:

- a. Cover Letter;
- b. RFP related Forms; set forth in Section 6 forms one, two, and three;
- c. Company Portfolio or Annual Report;
- d. Affidavit of Non-Collusion;
- e. Executive Summary;
- f. Background, Experience and Project Approach
- g. Vehicle Usage and Description
- h. The " Insurance Agent Statement" set forth in Section 6 form four;
- i. The "DBE forms" set forth in Section 6 form five;
- j. The "Cost Proposal Form" set forth in Section 6 form six;
- k. Pending and Past Judgments
- l. Compliances with "Federal Motor Carrier Safety Regulations" set forth in Attachment A;
- m. Exceptions to the remainder of the RFP.

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than 11 points. All submissions should use one-sided copying and be bound in a three ring or spiral binder with tab dividers corresponding to the content requirements specified below.

**Service Providers are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the Proposer to organize the information required by this RFP as outlined may result in the City of High Point, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Service Providers, however, may reduce the repetition of identical information within several sections of the Proposal by marking the appropriate cross-references to other sections of their Proposal. Appendices may be used to facilitate Proposal preparation.**

#### 3.1. Proposal Reviews And Evaluation Criteria.

The City of High Point reserves the right to request additional information it believes is necessary to make a qualified judgment on a Proposer's ability to perform the work.

The following criteria will be used in evaluating the proposals submitted:

# Section 3

## Proposal Format

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A. Proposer's understanding of the proposals and Quality of proposal submission.	25%
B. Proposer's recent experience with similar projects (provide detailed information and references)	25%
C. MBE/WBE goal achievement	5%
D. Project Costs (rates)	25%
E. Management Team and Key Personnel (provide detailed job duties/resume's/references)	20%

### 3.2. Use of Required Forms

The Cost Proposal Form (Provided as Section 6) and RFP required forms (Attachment A), provided by the City of High Point shall be used and shall not be altered.

### 3.3. Proposal Content

The Scope of Work in Section Four details the start-up and on-going tasks required of the Service Provider. Please reference each of the tasks and responsibilities outlined in Section 4 and describe your plan to accomplish each. Include examples of procedures, policies and the approach your firm uses in other similar operations. The City of High Point has attempted to document all necessary tasks for implementation and on-going tasks, but we are receptive and encourage creativity of Proposer's to suggest alternatives to meeting the service needs of the Market event.

### 3.4. Cover Letter

The Proposal should contain a letter and introduction (limit to two pages) and include the company name and address, and the name and telephone number of the persons who will be authorized to represent the Service Provider regarding all matters related to the Proposal and any Contract subsequently awarded to said Service Provider. This letter shall be signed by a person(s) authorized to bind the company to all commitments made in the Proposal. If the Service Provider is a partnership, a general partner must sign the Proposal in the name of the partnership thereof. If the Service Provider is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice President, and a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be original and in ink on a least one copy of the Proposal that will be submitted to the City of High Point.

By submitting a Proposal pursuant to this RFP and executing the cover letter, the Service Provider acknowledges that he/she has read this RFP, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail or express delivery or delivered in person. All proposals submitted shall be guaranteed for ninety (90) calendar days.

The RFP submitted will serve as the basis for any pending contract between the City of High Point and the selected service provider. Formal action of awarding any approved contract will be administered by

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the City of High Point City Council, and will be approved by resolution (example shown as Attachment B).

### 3.5. Company Portfolio or Annual Report

The Service Provider should submit a detailed company portfolio including the company's financial viability for the past three (3) years, credit references, on-going projects, and all pending litigation in which the company may be directly or indirectly involved. Financial references including, name of primary financial institutions of the Service Provider, address of financial institution, name of a contact person, and telephone number for each financial institution identified shall be included.

### 3.6. Affidavit of Non-Collusion

Every Proposal shall have thereon or attached hereto the affidavit of the Service Provider indicating that: such proposal is genuine, not sham or collusive, nor made in the interest of any person not therein named; that the bidder has not directly or indirectly induced or solicited any other Service Provider to submit a sham proposal or to refrain from proposing; and that the Service Provider has not in any manner sought by collusion to secure for himself an advantage over any other Service Provider. Any Proposal made without such affidavit, or found to be in violation thereof, shall not be considered.

### 3.7. Executive Summary

The Service Provider shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, be a summary of the proposed Services. **This section should highlight aspects of this Proposal, which make it superior or unique in addressing the needs of the High Point Market event.**

### 3.8. Background, Experience, and Project Approach

The Proposal must provide a concise description of the proposing company, including origin, state of incorporation (if applicable), background, and current size. Include information concerning general organization and staffing as well as experience with International Events / Trade Show and Shuttle Bus Services. The balance of the technical Proposal should be organized around answering the following questions.

### 3.9. Qualifications of Proposing Firm

- a. Explain the general character of work performed by your firm.
- b. Describe your firm's qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience with the specific subject matter area.
- c. Describe the performance standards your firm has established for its contract operations.
- d. Does your firm have an Equal Employment Opportunity and Affirmative Action Program? If yes, explain your firm's program and accomplishments in detail.

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- e. List other contracts under which services similar in scope, size or discipline to the required services were performed.
- f. List at least three (3) State, Municipal, Federal Government, and/or commercial references that your firm has had contracts with within the past five (5) years where services were similar in scope, size or discipline to the City of High Point required services described in this RFP.
- g. Does your firm have established relationships with bus manufacturers and other suppliers to the public transit industry?
- h. Describe how your firm will meet the stated insurance requirements and provide proof of insurability by a qualified insurance provider.
- i. What would be your initial response to a request by the client to remove the project manager?

### 3.10. Proposed Staff Qualifications and Organization of the Operation

- a. Who will be the Project Manager for this project? Explain this person's background and experience, and include a resume.
- b. What percent of the Project Manager's time will be devoted to this project? Explain.
- c. Is there an Operations Manager or other member(s) of the Management Team for this project? Explain each of these person's background and experience, and include a resume.
- d. Who will be in charge of data reporting required by the City of High Point? Explain this person's background, experience and include a resume.
- e. Provide an **organizational chart** for your firm and the division, which will be in charge of this project. Explain the nature of the Project Manager's relationship with Corporate Management and how and with whom will the City of High Point interact with regarding Corporate Support.
- f. Provide an organization chart and staffing plan, which describe the Service Provider's proposed on-site staff distribution to accomplish this work. The staffing plan should indicate a chart, which partitions the time commitment of each professional staff member across the proposed tasks. This section should also quantify a listing of the number of full-time and part-time personnel by title proposed for the on-going management and operation of the system including:
  - Employed Drivers;
  - Subcontracted Coach Operators;
  - Dispatchers / Information Specialists;

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- Street Supervisors;
  - Attendants
  - Hosts
  - Administrative/Clerical (by title)
  - Traffic Control Officers.
- g. Who in your management team will have responsibility for the hiring and training of all staff? Explain and provide a resume, if this person is different from a proposed team member described above.
- h. Supply the City of High Point with a detailed transition plan and timeline to assume the responsibilities of the existing Service Provider, if applicable.
- i. Identify additional personnel, if any, who will be required for employment on a subcontract or consultant basis. The technical areas, character and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project.
- j. Service Provider(s) shall provide to the City of High Point a list of all joint venture agreements with firms that may provide service to the Service Provider under this agreement with the City of High Point. One party in a joint venture must be identified as the lead Service Provider who the City of High Point will hold responsible for the performance of the subcontractors. This applies to a prime Service Provider with subcontractors and will be considered a submittal requirement.

### **3.11. Operation Methodology.**

- a. Provide a written understanding of the project. A description of all major activities to be performed during the ongoing system management and operation shall be included.
- b. Provide the location, address, size, and detailed description of all facilities, which will be utilized in conjunction with this project.
- c. How many support vehicles will the Service Provider provide for this project? Explain.
- d. Describe your firm's ongoing safety program for this project.
- e. Include a customer service and training plan. Describe how your firm resolves customer complaints. Describe your training methodology.
- f. As appearance is important to the passenger, tell us how your firm will maintain the appearance of its uniformed personnel.
- g. As reporting requirements in the proposed Contract are extensive, please explain how your firm intends to meet these requirements.

# Section 3

## Proposal Format

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- h. Present your firm's drug testing policy and program for this Contract.
- i. Describe how your firm will respond to vehicle breakdowns including your plan for on-street supervision and staging of extra vehicles and drivers.
- j. Describe internal (on-site) and corporate quality control programs designed to ensure that Service performance standards are met.
- k. Provide a detailed description of your communications system.
- l. Provide a description of all major activities to be performed during system start-up. Include a detailed project schedule for start-up of the system including estimation of the minimum amount of time required to complete start-up activities.
- m. Provide a description of all major equipment to be provided including non-revenue vehicles, maintenance and other equipment such as radios for Service Provider vehicles, and computers, etc.

### **3.12. Vehicle Usage and Description**

Service Provider shall provide a description of the vehicles to be used in the Contract. This includes sub-contracting of vehicles and those that are owned and supportive information describing the age and reliability on the proposed vehicles.

Currently it is anticipated that there are 80+/- vehicles in usage during the event, and employ approximately 150+/- staff support personnel.

The Service Provider should demonstrate an awareness of difficulties in the completion of this undertaking, and develop a plan for surmounting them. Special attention should be given to issues that will be encountered in such a project.

### **3.13. Exceptions**

Any alternative approaches, deviations or exceptions taken by the Service Provider must be itemized in the technical Proposal. Details concerning these proposed changes must be clearly presented. Each will be considered by the City of High Point as to the degree of impact and total effect on the Proposal.

### **3.14. Proposed Costs**

Complete Cost Proposal form – Required Form 6 under Section 6 and include in your response under title Proposed Costs. To ensure a standardized basis for the comparison of various proposals, all proposed costs must be specified as follows:

Annual Profit %  
Cost Raleigh – Durham Airport Service  
Cost Charlotte Douglas Airport Service  
Cost Administrative Expenses

# Section 3

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Cost Traffic Control  
Cost Park & Ride Service, Piedmont Triad Airport, Hotel Shuttles & Attendants  
Cost Showroom, City Hall Employees, and other shuttle services

### 3.15. MBE and WBE Efforts

Identify efforts to obtain Disadvantaged Minority-owned Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) that will participate in the performance of the Contractor responsibilities under the Contract. The value of work to be performed under this agreement shall be expressed as a total dollar amount and percentage of total contract value. This Contract has a MBE/WBE goal of 6%. It is the policy of the City of High Point that Disadvantaged Minority-owned Business Enterprises and Woman-owned Business Enterprises, as defined by the North Carolina DOT, shall have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with state funds under this Contract. Therefore, the M/W/BE requirements of NCDOT applies to this Contract. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that MBEs and WBEs have the maximum opportunity to compete for and perform subcontracts.

Identify all subcontractors and their function to be performed under the Contract.

### 3.16. Documents to be Submitted within 30 days of contract award include:

- Certificate of Insurance in the amount of \$5 million (minimum) on which the City of High Point and High Point Market Authority shall be named as an additional insured. The City of High Point shall be notified 30 days in advance if the company drops any coverage. Documentation of all insurance information shall be submitted, including the policy number, the amount of coverage for each vehicle, effective policy dates, insurance carrier, insurance agents/agency and appropriate telephone numbers.
- Motor Carrier Policy of Insurance for Public Liabilities – MC-90B form that shows \$5 Million coverage per accident.
- Evidence of USDOT number, which uniquely defines the company.
- Policy or statement on overbooking and subcontracting, including a list of companies that are used as subcontractors. NOTE: any subcontractors must also submit the required forms.
- Date of last safety Federal Motor Carrier Safety Regulations (FMCSR) and Hazardous Materials Regulations compliance review and copy of review (FMCSR part 385)
- Checklist and statement signed by the authorized official of the company that indicates compliance with Federal Motor Carrier Safety Regulations as outlined below:
  - 382 (controlled substance and alcohol testing)
  - 387 (financial responsibility)
  - 390 (general applicability and definitions)
  - 391 (driver qualifications)
  - 392 (driving rules)
  - 393 (parts and accessories)
  - 395 (hours of service)
  - 396 (inspection, repair and maintenance)
  - 397 (general hazardous materials rules)

# Section 3

## Proposal Format

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- Submit list of DOT annual inspections for each vehicle within the last 12 months.

### **3.17. Past or Pending Judgments.**

For all matters involving local governments, submit declarations of the current status of any past or pending criminal, civil, or administrative litigation against the parent company and all subsidiaries of the parent company. In addition, submit declarations of the current status of all pending criminal, civil or administrative litigation that commenced within the past five (5) years in North America, whether or not it involves local governments, against the parent company, current officer and all subsidiaries of the parent company. (For the purpose of the declarations, current officer, shall be defined to include those individuals who are presently serving or who have served within the past two (2) years as an officer of the company.) Please state whether there are any cases pending against the Service Provider or it's Guarantor, subsidiaries, or officers that, if adversely resolved, would pose a material risk of insolvency to either the Service Provider or Guarantor or materially affect the Service Provider's or Guarantor's ability to perform their obligations.

The respondent may choose not to submit records for matters that were resolved prior to the time that the subsidiary or affiliate became associated with the parent company, as long as that subsidiary or affiliate will not be involved in the provision of Services to the City of High Point. All records for subsidiaries or affiliates of the parent company that may be involved in the provision of Services to the City of High Point must be included.

The City of High Point reserves the right to request additional information to explain any of the above citations/violations.

### **3.18. Completed USDOT Federal Motor Carrier Forms, set forth as Attachment A.**

### **3.19. Exceptions**

Any alternative approaches, deviations or exceptions taken by the Service Provider must be itemized in the technical Proposal. Details concerning it must be clearly presented. Each will be considered by the City of High Point as to the degree of impact and total effect on the Proposal.

# Section 4

## Service Provision Scope of Work

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### 4. SERVICE PROVISION SCOPE OF WORK.

#### 4.1. Purpose Of Solicitation.

In issuing this RFP, the City of High Point is seeking to contract with the best Service Provider to provide an easy to use and cost effective public transit solution for the High Point Market. The City of High Point reserves the right to contract with only one (1) Service Provider or multiple Service Providers to perform the Services identified in Section 4.C.1 below. The Service Provider will provide the vehicles for specified routes and for back-up vehicles.

#### 4.2. General Description of Tasks to be Performed.

Work associated with this RFP shall include but not be limited to the following tasks:

##### 4.2.1. Startup

The Service Provider shall be responsible for all preparations necessary to begin operation of the Services including identification of an operations and vehicle maintenance facility. All safety sensitive personnel shall be drug tested as required under USDOT regulations specifically 49 CFR Part 382. All personnel shall be hired and trained, documented procedures shall be established, development of an aggressive safety program, facilities and equipment prepared, routes and schedules fine-tuned, , and all other activities required for Service Provider start-up performed. The anticipated start-up date for this service contract is **April 2012, or the more appropriate date for the Fall Market Event services rendered in anticipation of the scheduled activities of October 2012.**

##### 4.2.2. Operate Service

The Service Provider shall coordinate, manage, and control all necessary Service activities, which shall include but not be limited to:

- a. Operating all services to the levels and standards required as described throughout this RFP as well as any additional service added to this contract by the City of High Point;
- b. Providing drivers, supervisory, administrative personnel, and other support personnel;
- c. Establishing all employment policies relative to Service Provider's personnel;
- d. Establishing a complaint response policy;
- e. Developing driver training and testing programs;
- f. Developing administrative, safety and security procedures, performance statistics, and financial records;
- g. Developing methods to maximize service efficiency and reliability;
- h. Performing or assisting the City of High Point and High Point Market Authority staff in carrying out operational planning, scheduling, , and other related functions, such as identifying running time and/or loading problems and recommending specific schedule and other adjustments to correct the problem;

## Section 4

# Service Provision Scope of Work

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- i. Executing data collection and gathering services as requested by the City of High Point and the Market Authority. All data must be compiled, submitted and approved within 15 days of the final day of Market.
- j. Implementing all required programs such as USDOT Drug and Alcohol Testing and ADA Compliance; and
- k. Providing required insurance.

#### 4.2.3. Equipment Maintenance

The Service Provider will be responsible for all activities associated with the maintenance of equipment required for the operation of the system.

#### 4.2.4. Other Materials

The Service Provider, at their expense, will be required to obtain all parts, tools, equipment, materials, supplies, and signage required for their duties. The Service Provider will be required to obtain all maintenance equipment necessary for the repair of vehicles. The Service Provider will be responsible for obtaining and complying with all required building, occupancy, and other governmental permits.

### 4.3. Description of Services.

The Service Provider will be required to provide the following types of service:

- Downtown showroom shuttles
- Park & Ride Lot shuttles
- Hotel shuttles
- On Demand shuttles
- City Hall Employee shuttle
- Piedmont Triad International Airport
- Raleigh-Durham Airport shuttle
- Charlotte-Douglas Airport shuttle
- Traffic Control

#### 4.3.1. Service Levels at Start of Contract

**The Service Provider will provide the vehicle fleet necessary to provide the desired level of service for all services.** As described within this RFP, the City of High Point or designee reserves the right to increase or decrease the level of Services throughout the term of this contract as approved by the submitted Schedule A forms (see Attachment E).

The range of service provisions identified below includes an anticipated number for each Service based on actual accounts from the Fall 2011 Market Event. The City of High Point reserves the rights to increase or decrease services provisions to meet the demand of the Service.

#### 4.3.2. Listing of Current Market Event Responsibilities / Resources Reporting

THE FOLLOWING COMPONENTS SHOULD BE INCLUDED IN THE CONTRACTOR'S PRICE:

# Section 4

## Service Provision Scope of Work

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### 4.3.2.1. **Traffic Control**

- Need to be N.C. certified
- Number of people/location/hours. See Attachment C.

### 4.3.2.2. **Signage**

- Hotel lobbies
- Transportation Terminal
- Bus Stops on Downtown Showroom Shuttle
- Parking Lots; North and South, directional once in the lots
- Decals on buses for identification
- All vehicles will be clearly marked identifying their usage. Marking must be approved by the City of High Point or the Market Authority.
- Hang-tags
- Other signs as necessary

### 4.3.2.3. **Meetings**

- Contractors must attend meetings as determined by the City of High Point, the Market Authority or the contractor
- Meetings will be in High Point. A minimum of six (6) meetings should be planned.

### 4.3.2.4. **Command Center**

- The contractor will secure, install, and remove a temporary mobile command center for transportation operations, unless otherwise notified. The center will be located at 101 Price St on the property of the Morehead Recreation Center, a City of High Point facility. The unit will not require alterations of or damage the site provided. Power and communications will be provided by the High Point Market Authority. The recommended unit is a 32 ft x 8 ft mobile office or approved equal. The unit will be installed no more than one (1) week before and removed no later than one (1) week after each event.

### 4.3.2.5. **Miscellaneous**

- Stats, include hours, miles, and number of passengers and any other pertinent information
- Project manager must attend all planning meetings
- Project manager must be at the event unless otherwise approved by the Market Authority
- Number of vehicles and hours of service need to be flexible
- Most services are continuous. Make sure arrangements are made for employee breaks
- All contracted employees must be in approved uniforms
- Other bus companies contracted can wear their company's uniforms
- Insurance: Parking Lots, Vehicles, and Employees
- Secure mobile command unit for use during Market. Location provided by the City.
- Land lines and electricity for the mobile command center provided by the Market Authority.

## Section 4

# Service Provision Scope of Work

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- Communication
  - Must be in communication with all transportation components by cell, radio or Nextel, or other approved mode.
  
- 4.3.2.6. Personnel**
  - See Attachment C.
  - Attachment C is a listing of titled positions and work schedule that is to be used as the index for pricing.
  
- 4.3.2.7. Vehicles**
  - See Attachment D
  - Attachment D is a listing of the vehicle schedule to be used as the index for pricing by day, specific service, and vehicle type.
  
- 4.3.2.8. Downtown Showroom Shuttles**
  - Currently two fixed routes in the downtown area serving showrooms at fixed stops.
    - North/Red Line
    - South/Green Line
  - Drivers must count riders
  - Uses transit (2 doors) buses, or approved equal
  - Vehicles must be available for decaling and advertising prior to usage
  - Uniformed drivers
  - See Attachment D for hours and equipment needs
  
- 4.3.2.9. Park & Ride Lot**
  - Currently 2 lots
    - North/Oak Hollow Mall
    - South/Market Center Lot
  - Operates continuously from the transportation terminal to the lots
  - Parking lot attendants are required in matching uniforms
  - Provide directional signs at both lots.
  - See Attachment D for hours, equipment and personnel needs
  - Vehicles must be available for decaling and advertising prior to usage
  
- 4.3.2.10. Hotel Shuttles**
  - Serves 100+ hotels in the Triad.
  - High Point, Winston-Salem, Greensboro, Thomasville, and Archdale.
  - Generally, three trips in the a.m. and p.m. peak.
  - Uses 15 +/- vans, min-buses to run mid-day off peak trips.
  - Drivers in uniform.
  - Route number must be on all buses 8 1/2 X 11 in three places.

# Section 4

## Service Provision Scope of Work

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- See Attachment D for hours, equipment and personnel needs
- Vehicles must be available for decaling and advertising prior to usage

### **4.3.2.11. On Demand Shuttles**

- Any destination within 3 miles of High Point city limits
- Goes to any destination not served by Market Authority transportation services
- Vehicles must be flagged and decaled
- See Attachment D for hours, equipment and personnel needs
- Must have at least 2 ADA compliant wheelchair accessible vehicles to be available to be used on any Market transportation service
- Vehicles must be available for decaling and advertising prior to usage

### **4.3.2.12. City Hall Employee Shuttle**

- Shuttle passengers from Morehead Rec. Center to and from City Hall
- See Attachment D for hours, equipment and personnel needs

### **4.3.2.13. Piedmont Triad International Airport**

- Operates hourly fixed routes from the Airport to the Transportation Terminal
- See Attachment D for hours, equipment and personnel needs
- Vehicles must be available for decaling and advertising prior to usage

### **4.3.2.14. Raleigh-Durham Airport Shuttle**

- Operates three (3) a.m. trips & three (3) p.m. trips
- See Attachment D for hours, equipment and personnel needs
- Vehicles must be available for decaling and advertising prior to usage

### **4.3.2.15. Charlotte-Douglas Airport Shuttle**

- Operates three (3) a.m. trips & three (3) p.m. trips
- See Attachment D for hours, equipment and personnel needs
- Vehicles must be available for decaling and advertising prior to usage

## **4.4. COORDINATION.**

### **Exclusive Use**

The Service Provider shall not enter into an agreement with any other party for use of equipment and/or personnel dedicated to this Service without the approval of the City of High Point.

## **4.5. MARKETING PUBLIC RELATIONS**

All marketing and media relations are the responsibility of Market Authority Marketing & Communications Division. Marketing activities include but are not limited to: all advertisement media, business contacts to promote the Service(s), flyers, schedules, route maps, direct mail, banners, radio, TV, press releases, media contracts, trade publications, and any other such advertisement tools which may be utilized.

# Section 4

## Service Provision Scope of Work

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### 4.5.1. Schedules/Signs/Maps/Distribution

Schedules and route maps are to be designed and printed by Market Authority or designee. Service Provider will assist in delivering materials. Distribution should occur 2-3 days prior to Market Event.

### 4.5.2. Bus Promotions

The Service Provider shall provide buses under the Contract, as MA may from time-to-time specify for promotional appearances, uses, and photographs.

### 4.5.3. Media Relations

The Service Provider shall refer all media requests to the City of High Point and/or the Market Authority and shall not provide any information without prior approval by the City of High Point and/or the Market Authority.

## 4.6. UNIFORMS.

### Standard Uniform

The Service Provider, at their expense, shall provide standardized uniforms for all drivers, attendants, traffic control and all employees in contact with Market event guests. Subcontracted drivers may wear their company uniform. If the subcontracted company does not have a standard uniform then the drivers must comply with the general Market uniform detailed below. The design of said uniforms shall require concurrence of the City of High Point.

The Transportation Staff (all non-traffic positions) uniform shall consist of the following:

- a. Uniform Shirt- Royal Blue golf shirt (collared, three button, short sleeves) displaying the High Point Market Logo on the left side. Shirt/Jacket must be visible at all time.
- b. Trousers- Khaki
- c. Jacket/Windbreaker- Royal Blue (same color as uniform shirt). Logo not necessary.
- d. Shoes- Appropriate to position.
- e. Traffic vest should be worn as needed.

The Traffic Control Staff uniform shall consist of the following:

- a. Uniform Shirt-Yellow golf shirt (collared, three button, short sleeves) with TRAFFIC CONTROL in black lettering
- b. Trousers-Black
- c. Jacket/Windbreaker-Yellow (same as shirt) with TRAFFIC CONTROL in black lettering
- d. Shoes-Black (close toed)
- e. Socks-Black
- f. Vest-Orange safety vest as warranted by position.
- g. Hat-Black with TRAFFIC CONTROL in yellow lettering

# Section 5

## Contracting Requirements

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### **5. THE CITY OF HIGH POINT CONTRACTING REQUIREMENTS.**

The City of High Point will enter into a Contract with the successful Service Provider that contains the terms and conditions set forth in this RFP. Each Service Provider must state specifically in its Proposal any exceptions to the terms and conditions included in this Section, and any proposed additional terms or conditions deemed important by the Service Provider. The City of High Point will take any such exceptions and proposed additions into account during the evaluation and selection process. Any terms and conditions that the Service Provider does not specifically object to will be incorporated into the Contract. Notwithstanding the foregoing, the City of High Point reserves the right to change the proposed contractual terms and conditions prior to or during contract negotiations if it is in Market Authority's and City of High Points best interest to do so.

The terms and conditions set forth in this section are not all inclusive. The City of High Point reserves the right to reject any and all Proposals received, although the City of High Point also reserves the right to waive irregularities.

The City of High Point may propose additional terms and conditions based on the responses to this RFP and the City of High Point's analysis of the successful Service Provider's proposal.

As used in this Section of the RFP, the term "Agreement" shall refer to the Contract entered into between the City of High Point and the successful Service Provider, and the term "Company" shall refer to the successful Service Provider. The term "Services" shall mean Contract Provider for Express and Shuttle Services to be performed by the Company under the Contract.

#### **5.1. Description Of Services.**

The Contract will set forth the Services to be provided in detail. The Services will include those described in this RFP and the successful Proposal, and any modifications agreed to by the parties.

The Service Provider shall be responsible for all other functions necessary for the safe, reliable, and efficient operation of the Service that are not specifically discussed herein.

#### **5.2. Term.**

The initial term of the Agreement will be three (3) years with the City of High Point retaining the right of renewal for two (2) additional one (1) year terms or any part thereof with the same terms and conditions of the original Contract.

#### **5.3. Invoices to the Market Authority.**

Service Provider shall submit a invoice to the Market Authority for Services performed within 15 days of the close of the event. Supporting documentation to justify all expenses must also be included. The City of High Point must also agree to the detailed expenses. Market Authority will attempt to pay the Service Provider within thirty (30) days of receipt of an accurate, properly submitted, uncontested invoice. The City of High Point and Market Authority will not be penalized for late payments. Pre-payment of invoices prior to the event will be handled on a case by case basis.

# Section 5

## Contracting Requirements

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Original invoices shall be sent to:

Tammy Nagem  
Chief Operating Officer  
High Point Market Authority  
164 S. Main Street, Suite 700  
High Point, NC 27260

### **5.4. Company Personnel Removal or Replacement.**

The City of High Point's Point of Contact will have the right to require the removal and replacement of any "Key Personnel" of the Company or the Company's subcontractor Providers who are assigned to provide Services to the City of High Point. As used in this Agreement, the term "Key Personnel" shall mean the Company Project Manager and any other personnel of the Company or its subcontractor Providers fulfilling a key role in the Project, whom the City of High Point designates to the Company as "Key Personnel."

### **5.5. General Warranties.**

Company represents and warrants that:

It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and is qualified to do business in North Carolina;

- (a) It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (b) The execution, delivery, and performance of this Agreement have been duly authorized by Company;
- (c) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;
- (d) In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- (e) The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

### **5.6. Additional Representations and Warranties.**

Company represents, warrants and covenants that:

- (a) The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;
- (b) For the Term of the Contract, the Company will perform in conformity with the "Specifications and Requirements" defined in this RFP; and

# Section 5

## Contracting Requirements

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- (c) All work performed by the Company and/or its subcontractor Providers pursuant to this Agreement shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge.

### 5.7. Maintenance.

Observation of vehicle maintenance related deficiencies may be made by The City of High Point staff or designee:

#### 5.7.1. Vehicle Cleaning

Interior and exterior of all vehicles should be in clean condition.

#### 5.7.2. Vehicles Taken Out of Service

The Service Provider shall meet or exceed the standards set forth for the operation of all vehicles. The Service Provider shall maintain the vehicles so as to pass an inspection by the City of High Point or designee and all vehicles must be in compliance with North Carolina Standards.

#### 5.7.3. Heating and Air Conditioning Performance

All vehicles shall have operating heating or air conditioning or unless otherwise agreed upon by the City of High Point or designee.

#### 5.7.4. Vehicle Records

The Service Provider shall maintain a complete and up to date vehicle file.

#### 5.7.5. Safety Related Items

All vehicles shall be in a safe operating condition.

#### 5.7.6. Wheelchair Lifts

All lifts are to be in good operating condition and ADA compliant.

#### 5.7.7. Graffiti

All vehicles shall be free of external and internal graffiti.

### 5.8. Non-Appropriation of Funds.

If funding needed by the City of High Point to make payments under this Agreement for a given fiscal year or Market event is not appropriated, the City of High Point will not be obligated to pay amounts due beyond the end of the last fiscal year or Market event for which funds were appropriated. In such event, the City of High Point will promptly notify the Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year or Market event for which funds were appropriated. No act or omission by the City of High Point which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

### 5.9. Termination.

#### 5.9.1. Termination With or Without Cause.

The City of High Point may terminate the Contract for any reason after determining that termination is in Market Event's best interest. Any such termination shall be effected by the delivery to the Service Provider of a written notice of termination at least six (6) months before the date of termination, specifying the date upon which such termination becomes effective.

# Section 5

## Contracting Requirements

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In the event of a termination without cause, the City of High Point shall negotiate an equitable settlement of termination costs. Such costs shall not include (a) non-project-specific overhead; (b) punitive, exemplary, special, indirect, consequential or incidental damages; or (c) loss of anticipatory profit.

### 5.9.2. Termination for Default by Either Party.

By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

- (a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- (b) The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
- (c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Agreement and shall state the party's intent to terminate this Agreement if the default is not cured within the specified period.

### 5.9.3. Additional Grounds for Default Termination by the City of High Point.

By giving written notice to the Company, the City of High Point may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- (a) The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
- (b) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement; or

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## Contracting Requirements

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- (c) Fails to fulfill or maintain in a timely and proper manner any obligations, duties or provisions of or under this contract.
- (d) The City of High Point may terminate this Contract upon the Company's default of any material duty or obligation of the Company under this Contract and the Service Provider's failure to cure such default within thirty (30) calendar days of the City of High Point's written notice to the Service Provider of such default. If the default is not capable of cure within said thirty (30) calendar days, the Service Provider shall provide written notice to the City of High Point together with a schedule of cure within fifteen (15) calendar days of the City of High Point's notice of default, shall begin action to cure the default within said thirty (30) calendar days, and shall diligently proceed to cure the default. The City of High Point may accept the Service Provider's schedule of cure, may make a written demand that the Service Provider cure the default within a time period set by the City of High Point, or may terminate this Contract at the end of the thirty-day default period.
- (e) The Company fails to consistently meet the Service requirements detailed in the RFP, response time requirements for transporting passengers or the reporting requirements of the RFP.

#### 5.9.4. Obligations Upon Expiration or Termination.

Upon expiration or termination of this Agreement, the Company shall promptly (a) return to the City of High Point all computer programs, files, documentation, data, media, related material and any other material and equipment that is owned by the City of High Point; and (b) allow the City of High Point or a new Service Provider access to the systems, software, infrastructure, or processes of the Company that are necessary to complete the Services.

#### 5.9.5. Substitute Performance.

The parties acknowledge that time is of the essence in performing the Services, and that if the Company fails to meet response times as set forth in the RFP, The City of High Point may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have. If the Service Provider fails to provide the service as described in this contract on any day (or days) for which this contract calls for service to be provided, the Service Provider will be in default and The City of High Point may take any of the following actions:

- (a) Employ such means as it may deem advisable and appropriate to obtain alternative Services until the matter is resolved and the Company is again able to perform its obligations under this Agreement; and
- (b) Deduct any and all expenses incurred by the City of High Point in obtaining alternative Services from another Service Provider from any money then due or to become due the Company and, should the City of High Point's cost of continuing the operation exceed the amount due the Company, collect the amount due from the Company and also to assert a lien on all real and personal properties of the Company.

# Section 5

## Contracting Requirements

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### 5.9.6. Cancellation of Orders and Subcontracts.

In the event this Agreement is terminated by the City of High Point for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all Services in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement.

### 5.9.7. Authority to Terminate.

The City of High Points Designee is authorized to terminate this Agreement on behalf of the City of High Point.

### 5.9.8. No Effect on Taxes, Fees, Charges, or Reports.

Any termination of this Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City of High Point, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

### 5.9.9. Specific Performance and Injunctive Relief.

The Company agrees that the Services are important to Market event operation and that monetary damages are not an adequate remedy for the Company's failure to provide Services as required by this Agreement, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further agrees that a failure by it to perform the Services in the manner required by this Agreement will entitle the City of High Point to injunctive relief.

### 5.9.10. Other Remedies.

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

## 5.10. **Publicity or Statements To the Press.**

No advertising, sales promotion or other materials of the Company or its agents or representatives may identify or reference this Agreement or the City of High Point or the Market Authority in any manner absent the City of High Point's or the Market Authority's prior written consent.

As a condition of entering into this Agreement, the Company further agrees to refrain from the following absent the City of High Point's/Market Authority's prior written approval: (1) making any statement to the media regarding the subject matter of this Agreement or the City of High Point's or the Market Authority's position on any issue relating to this Agreement; or (2) making any statement to the media on any issue which is in the City of High Point's or Market Authority's judgment is likely to cause the Company or the City of High Point/Market Authority staff to be viewed as anything other than neutral with respect to the subject matter of this Agreement, or cast doubt on the competence or integrity of the City of High Point or the Market Authority.

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## Contracting Requirements

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Failure to comply with this Section by the Company shall constitute a material breach and, without limiting any other remedies the City of High Point may have, shall entitle the City of High Point to terminate this Agreement for default.

### 5.11. **Transition Services Upon Termination.**

Upon termination or expiration of this Agreement, the Company shall cooperate with the City of High Point to assist with the orderly transfer of the Services, functions and operations provided by the Company hereunder to another provider or to the City of High Point as determined by the City of High Point in its sole discretion. Prior to termination or expiration of this Agreement, the City of High Point may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to migrate the work of the Company to another provider or to the City of High Point itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

- (a) Pre-Migration Services.
  - i. Working with the City of High Point to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
  - ii. Notifying all affected Service Providers and subcontractors of the Company.
- (b) Migration Services.
  - i. Performing the Transition Service Plan activities.
- (c) Throughout Process and Post-Migration Services.
  - i. Answering questions regarding the Services on an as-needed basis; and
  - ii. Providing such other reasonable Services needed to effectuate an orderly transition to a new Service Provider.

Transition Services will include but not be limited to the following:

*Data* - The Service Provider shall share (to the extent permitted by law) with the new service provider wage, benefit, employee records and other relevant information relating to any Service Provider employees who at any time engaged in providing the City of High Point Services.

*Documents* - The Service Provider shall provide the City of High Point and the new service provider copies of all leases, permits, licenses, and other relevant documents.

*Substance Testing* - The Service Provider shall provide the City of High Point with all documents pertaining to USDOT Drug and Alcohol requirements including a completed USDOT Drug and Alcohol summary MIS report for its period of operations on the appropriate USDOT form, or subsequent revision.

*Record Retention* - The Service Provider shall retain all records associated with this the City of High Point project not given to the City of High Point at the transition in its possession for a minimum of three (3) years.

### 5.12. **Audit.**

During the term of this Agreement and for a period of three (3) years after termination or expiration of

## Section 5

# Contracting Requirements

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this Agreement for any reason, the City of High Point shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company to ensure the Company's compliance with all the terms and conditions of this Agreement, including but not limited to the terms of this Section 6.

### **5.13. Licensing.**

The Company shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City of High Point Point of Contact no later than ten (10) days after the Service Provider receives the notice of award from the City of High Point. Current notarized copies of licenses and certificates shall be provided to the City of High Point within twenty-four (24) hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following: 1) a business license valid in North Carolina; 2) any additional licenses pertaining to or that may be required to be held by field professionals participating in the contract work.

### **5.14. Compliance with Laws and Codes.**

The Company shall ensure that the Services are in compliance with all local, state and federal laws and regulations. In performing the Services, the Company shall comply with all local, state and federal laws and regulations.

The Service Provider shall at a minimum apply risk management practices accepted by the transit industry.

### **5.15. Relationship of the Parties.**

The relationship of the parties established by this Agreement is solely that of independent Service Providers, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other. The Company shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents and subcontractor. All personnel supplied by Company subcontractor shall be considered employees or agents of Company. The Company shall be responsible for the payment of all salaries, withholding taxes, worker's compensation, disability benefits and other compensation and related taxes for such persons.

### **5.16. The City of High Point Right To Approve Equipment.**

The Service Provider agrees to allow the City of High Point staff members, or designee to inspect and approve all equipment to be used to perform the Services as outlined in approved Schedule A submittals. The City of High Point, or designee reserve the right to inspect all Vehicles to make sure that they meet or exceed the City of High Point expectations with regard to appearance, cleanliness, operation, and any other physical aspect of the vehicle that the City of High Point may deem appropriate. At any time, the City of High Point may require vehicles to be pulled from active Service until such time as the Service Provider resolves such problems with vehicle as determined by the City of High Point. If such vehicle

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## Contracting Requirements

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remains in service against the recommendation of the City of High Point, payment for that service may be adjusted or withheld. The City of High Point reserves the right to inspect all vehicles before services begin and randomly throughout the length of the Contract without notice. The interior and exterior of all vehicles used in the event will be kept in clean condition during the event.

### 5.17. **Assignment.**

The obligations of the Company pursuant to this Contract are not to be transferred, sub-contracted or assigned to any person or organization without the express written consent of the City of High Point, or designee.

In the event of any such assignment, the assignee shall comply with any conditions that the City of High Point may reasonably require for assignment of the Contract, and shall accept such assignment and perform all work and other obligations of the Service Provider as fully as if the Contract were originally made by assignee. Any such assignment shall not relieve or excuse the Service Provider from responsibility for performance to the City of High Point in the event the assignee does not fully perform all work and other obligations of the Service Provider under this Contract.

### 5.18. **Successors and Assigns.**

This Contract shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, this provision shall not be deemed to authorize the assignment or other transfer of this Contract which may only be accomplished as expressly provided in this Contract.

### 5.19. **Indemnification.**

The Company shall indemnify, defend and hold harmless the City of High Point and the City of High Point's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) that arise directly or indirectly from: ‘

- (1). any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by the Company in connection with this Agreement, or any allegation of any of the foregoing (collectively referred to as “Infringement Claims”);
- (2). any act(s) of negligence or willful misconduct by the Company or any of its agents, employees or subcontractor Providers (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal;
- (3). lawsuits resulting from criminal misbehavior by any Company employee;
- (4). lawsuits resulting from the violent or criminal behavior of passengers while in performance of the Services;
- (5). The City of High Point's refusal to produce any item of “Confidential Information” (as defined in the Confidentiality and Non-Disclosure Agreement) of the Company after receiving a request for such item and after being instructed by the Company not to produce it; or

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## Contracting Requirements

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- (6). any claims by any persons or entities supplying labor or material to the Company in connection with the performance of the Company's obligations under this Agreement.

If an Infringement Claim occurs, the Company shall either: (i) procure for the City of High Point the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the Services or any component thereof shall not be adversely affected by such replacement or modification.

The Service Provider agrees to assume complete and absolute liability and to indemnify and save harmless the City of High Point, its agents and employees from and against any and all claims, demands, suits, judgments, and settlements for sums of money for or on account of any matter or issue pertaining to or arising from or in any way connected with the performance of the Services described in this RFP unless due to the negligence or intentional wrongdoing of the City of High Point.

The Service Provider shall remain liable for complying with North Carolina General Statute 44A, Article 1, including North Carolina General Statute 44A-7(g), 44A, Article 1, unless due to negligence or wrongdoing by the City of High Point.

### **5.20. Subcontracting.**

Should the Company choose to subcontract, the Company shall be the prime Service Provider and shall remain fully responsible for performance of all obligations, which it is required to perform under this Agreement. Any subcontract entered into by Company shall name the City of High Point as a third party beneficiary.

### **5.21. Insurance.**

#### **5.21.1. Types of Insurance.**

The Company shall obtain and maintain during the life of the Agreement, with an insurance company rated not less than A by A.M. Best, authorized to do business in the State of North Carolina the following insurance:

##### **5.21.1.1. Automobile Liability.**

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than five million dollars (\$5,000,000) bodily injury each person, each accident and five million dollars (\$5,000,000) property damage, or ten million dollars (\$10,000,000) combined single limit - bodily injury and property damage.

##### **5.21.1.2. Automobile Collision and Comprehensive Coverage.**

The Service Provider agrees to maintain automobile collision and comprehensive coverage equal to the full replacement value of all revenue and non-revenue vehicles with a \$5,000 deductible. Said deductible shall be the responsibility of the Service Provider.

##### **5.21.1.3. Commercial General Liability.**

Bodily injury and property damage liability as shall protect the Company and any subcontractor Provider performing work under this Agreement, from claims of bodily

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## Contracting Requirements

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injury or property damage which arise from operation of this Agreement, whether such operations are performed by the Company, any subcontractor Provider, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than five million dollars (\$5,000,000) bodily injury each occurrence/aggregate and five million dollars (\$5,000,000) property damage each occurrence/aggregate, or five million dollars (\$5,000,000) bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

### **5.21.1.4. Fidelity Bond.**

Providing blanket employee dishonesty, including faithful performance covering the Service Provider, its agents and all employees, officers, directors and any independent Service Providers in an amount of not less than one hundred thousand (\$100,000).

### **5.21.1.5. Worker's Compensation and Employers Liability.**

The Company shall meet the statutory requirements of the State of North Carolina, one hundred thousand (\$100,000) per accident limit providing coverage for employees and owners.

The Company shall not commence any work in connection with this Agreement until it has obtained all of the foregoing types of insurance and proof of such insurance has been approved by the City of High Point. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

### **5.21.2. Liability Limits.**

Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

### **5.21.3. Other Insurance Requirements.**

- (a) The City of High Point shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.
- (b) The Service Provider is advised that if any part of the work under this contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Service Provider from meeting all insurance requirements or otherwise being responsible for the subcontractor.

# Section 5

## Contracting Requirements

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- (c) The City of High Point and The Market Authority shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City of High Point for all loss or damages arising from the Company operations under this Agreement.
- (d) Certificates of such insurance will be furnished to the City of High Point and shall contain the provision that the City of High Point is given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company.
- (e) Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished.
- (f) If any part of the work under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Agreement, provided that types and amounts of insurance to be maintained by each subcontractor shall be adjusted to an amount reasonably necessary to cover the risks associated with such subcontractor's role in the project. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

### 5.22. Notices.

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

**For The Company:**

To Be Determined

**For the City of High Point:**

Matthew D. Cox  
City of High Point Transit Manager  
716 W Kivett Drive  
High Point, NC 27262  
Phone: 336-883-3424  
Fax: 336-883-3425  
E-mail: [buddy.cox@highpointnc.gov](mailto:buddy.cox@highpointnc.gov)

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

# Section 5

## Contracting Requirements

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### 5.23. Non-Discrimination.

- (a) The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.
- (b) The Company agrees that it will inform the City of High Point of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the City of High Point of the final disposition of such cases.

### 5.24. Drug-Free Workplace.

The City of High Point is a drug-free workplace employer. The City of High Point has adopted a policy requiring the City of High Point Service Providers to provide a drug-free workplace in the performance of any City of High Point contract.

In order to be eligible to submit a Proposal for a City of High Point service contract, a prospective Service Provider must certify that it will, if awarded the Contract, provide a drug-free workplace during the performance of the Contract. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

- (a) Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- (b) Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- (c) Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined herein, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- (d) Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
- (e) Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- (f) Require any party to which it subcontracts any portion of the work under the Contract to comply with the above provisions.

By submitting a Proposal, a prospective Service Provider certifies that it will comply with the City of High Point's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

If the prospective Service Provider is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

# Section 5

## Contracting Requirements

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### 5.25. Miscellaneous.

#### 5.25.1. Entire Agreement.

This Agreement and the Contract Documents, including all Appendices, Exhibits, and Attachments, all of which are hereby incorporated herein by reference, constitute the entire Agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

#### 5.25.2. Amendment.

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

#### 5.25.3. Governing Law and Jurisdiction.

The parties acknowledge that this Agreement is performed in multiple Counties of North Carolina as described in the overview of service operations in Sections 3 and 4. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Guilford County of North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Guilford County of North Carolina.

#### 5.25.4. Binding Nature and Assignment.

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

#### 5.25.5. Amendments To the Contract.

Any changes in this Contract must be mutually agreed upon by the parties and must be incorporated by written amendments to this Contract.

#### 5.25.6. The City of High Point Not Liable for Delays.

It is agreed that the City of High Point shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City of High Point or any other party hereunder.

#### 5.25.7. Force Majeure.

The Company shall not be excused from performance under this Agreement by virtue of force majeure events. The Company shall take precautions sufficient to ensure that force majeure events (including but not limited to fire, flood, earthquake, hurricane, elements of nature, strikes, labor disputes, and acts of God) do not result in any failure or delay in the performance of the Company's obligations pursuant to this Agreement. Failure to comply with this provision will constitute a default under this Agreement, and grounds for immediate termination.

## Section 5

# Contracting Requirements

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The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied:

- (a) if such failure or delay:
  - i. could not have been prevented by reasonable precaution;
  - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
  - iii. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
- (b) an event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- (c) upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City of High Point by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Company from performing its obligations for more than five (5) days, the City of High Point shall have the right to terminate this Agreement by written notice to Company.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Company from the performance of its obligations under this Agreement.

### 5.25.8. Severability.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

### 5.25.9. Approvals.

All approvals or consents required under this Agreement must be in writing.

### 5.25.10. Waiver.

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

# Section 5

## Contracting Requirements

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5.25.11. Survival of Provisions.

Those Sections of this Agreement and the Exhibits which by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement, including but not limited to all definitions and, a list of surviving Sections which will be included in the final Contract.

5.25.12. Interests of the Parties.

The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

5.25.13. No Bribery.

The Company certifies that neither it, any of its affiliates or subcontractor Providers, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City of High Point in connection with this Agreement.

5.25.14. Ethics Requirement

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

# Section 5

## Contracting Requirements

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### 5.25.15. Change in Control.

In the event of a change in “Control” of the Company (as defined below), the City of High Point shall have the option of terminating this Agreement for default by written notice to the Company. The Company shall notify the City of High Point within ten (10) days after it becomes aware that a change in Control will occur. As used in this Agreement, the term “Control” shall mean the possession, direct or indirect, of either:

5.25.15.1. the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in Company; or

5.25.15.2. the power to direct or cause the direction of the management and policies of Company whether through the ownership of voting securities, by contract or otherwise.

### 5.25.16. Familiarity and Compliance with Laws and Ordinances.

The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers’ compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

### 5.25.17. Contract Monitoring.

The City of High Point shall have the right to audit the Company’s compliance with the terms and conditions of this Agreement, including but not limited all provisions related to payment and performance. The City of High Point shall have the right to conduct such audits, either through its own staff or through an independent auditor, at such times as the City of High Point deems appropriate. The Company shall fully cooperate with all such audits, and shall make available for copying and inspection all books and records requested by the City of High Point or its designated agent. The Company shall further allow the City of High Point or its designated agent to inspect the Company’s facilities in connection with such audits. The City of High Point shall pay its own expenses relating to such audits, but shall not have to pay any expenses or additional costs of the Company. Notwithstanding the forgoing, in the event an audit reveals an overcharge to the City of High Point in excess of five thousand dollars (\$5,000) or a failure to perform services that has cost the City of High Point more than ten thousand dollars (\$10,000), the Company shall reimburse the City of High Point for all costs relating to the audit, including but not limited to internal staff hours and amounts paid to an outside auditor.

On demand of all books of account, computer files and other records, reports and financial statements of the Service Provider in any way pertaining to the provisions of the Services described in this RFP shall be made available to the City of High Point for audit. Such records shall be clearly identified, readily accessible and be retained by the Service Provider for at least three (3) years after the termination of the Contract.

## Section 5

# Contracting Requirements

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- 5.25.18. Harassment.  
The Company agrees to make itself aware of and comply with the City of High Point's Harassment Policy. The City of High Point will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to Contract termination.
- 5.25.19. Taxes.  
The Company shall pay all applicable federal, state and local taxes, which may be chargeable against the performance of the Services.
- 5.25.20. Waiver of Right to Jury Trial.  
The City of High Point and Company waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with this Agreement.
- 5.25.21. 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, each third party contractor is encouraged 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.

Required Forms - Form One

REQUEST FOR PROPOSALS ACKNOWLEDGEMENT FORM

RFP

The Service Provider hereby certifies receipt of the Request for Proposals package for the City of High Point RFP, "Contract Provider for Transportation Management and Transportation Services" for the Bi-annual High Point Market Event. This form should be completed upon receipt of the City of High Point's Request for Proposals package and faxed or mailed in time for the City of High Point to receive it by or before February 17, 2012. Please fax or mail the completed Request for Proposals Acknowledgement Form to the attention of:

Patty Sykes
City of High Point
211 S Hamilton Street
PO Box 230
High Point, NC 27262(1)

Fax: 336-822-7002

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Please check the appropriate space provided below and provide the requested information:

\_\_\_ We plan to submit a Proposal in response to the RFP "Transportation Management and Transportation Services"

Primary Contact Name: \_\_\_\_\_

Contact E-mail address: \_\_\_\_\_

Contact phone: \_\_\_\_\_

Fax number: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

Contact E-mail address: \_\_\_\_\_

Contact phone: \_\_\_\_\_

Fax number: \_\_\_\_\_

\_\_\_ We do not plan to submit a Proposal in response to RFP "Transportation Management and Transportation Services."

Reason: \_\_\_\_\_

Required Forms - Form Two

ADDENDA RECEIPT CONFIRMATION FORM

RFP

Contract Provider for Transportation Management and Transportation Services

ADDENDUM #:

DATE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I certify that this proposal complies with the General and Specific Specifications and Conditions issued by the City of High Point except as clearly marked in the attached copy of all addenda for this RFP. It is the responsibility of the Service Provider to be sure they have reviewed all the addenda associated with this RFP.

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

Required Forms - Form Three

PROPOSAL SUBMISSION FORM

RFP

Contract Provider for Transportation Management and Transportation Services

This Proposal is submitted by:

Service Provider: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: (Typed) \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

(Area Code) Telephone Number

Facsimile: \_\_\_\_\_

(Area Code) Telephone Number

It is understood by the Service Provider that the City of High Point reserves the right to reject any and all proposals, to make awards on all items or on any items according to the best interest of the City of High Point, to waive formalities, technicalities, to recover and rebid this RFP. Proposals will be considered valid for ninety (90) calendar days from the date of Proposal submission.

Service Provider \_\_\_\_\_

Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Please type or print name \_\_\_\_\_

**Required Forms - Form Four**

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**SERVICE PROVIDER AND INSURANCE AGENT STATEMENT FORM**

**RFP**

**Contract Provider for Transportation Management and Transportation Services**

We the Company’s insurance provider, understand the insurance requirements of these Specifications. Evidence of the insurability of the Company shall be provided to the City of High Point prior to Contract execution. If our client is awarded this Contract, we will endeavor to provide the City of High Point with a thirty (30) day written notice of any intent to amend, terminate, or non-renew coverage by the insuring company.

Service Provider: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Signature of Service Provider: \_\_\_\_\_

Signature of Service Provider’s Agent: \_\_\_\_\_

Agent’s Errors and Omission Policy:

\_\_\_\_\_  
\_\_\_\_\_

Signature of N.C. Resident Agent: \_\_\_\_\_

Amount of Coverage: \_\_\_\_\_

Number: \_\_\_\_\_

Date: \_\_\_\_\_

Coverage: \_\_\_\_\_

Name and Location and Address of Agency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Required Forms - Form Five**

**MBE/WBE/HUB PROVISIONS**

**RFP**

**Contract Provider for Transportation Management and Transportation Services**

**MBE/WBE/HUB PROGRAM COMPLIANCE IN THE PURCHASE OF COMMODITIES AND SERVICES**  
**MBE/WBE/HUB UTILIZATION PROPOSAL:** Goals for the participation of MBE/WBE/HUB firms in contracts for commodities and services are set by the City of High Point annually. The City of High Point’s goal is 6%. Your response to the following questions will help the City of High Point to determine compliance with the MBE/WBE/HUB Program.

Do you customarily subcontract portions of your contracts and projects?  
\_\_\_\_ Yes \_\_\_\_ No

Do you intend to subcontract portions of this contract?  
\_\_\_\_ Yes \_\_\_\_ No

List any services in this proposal for which you could seek quotes from minority and/or women owned businesses.

- 1.
- 2.

**MBE/WBE/HUB UTILIZATION COMMITMENT**

We, \_\_\_\_\_, do certify that on  
(Bidder)

\_\_\_\_\_  
(Project) (Contract Amount)

we will expend a minimum of \_\_\_\_% of the total dollar amount of the contract with MBE/WBE/HUB Firms..

Name of Firm	MBE/WBE/HUB	Description of Work	Dollar Value

**Section 6**

**Required Forms - Form Five**

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If you have any questions concerning the MBE/WBE/HUB provisions, contact the MBE/WBE/HUB office at 336-883-3219.

\* The City of High Point reserves the right to request verification of these payments.

The undersigned hereby certifies that the bidder has read the terms of this compliance and is authorized to bind the firm to the information herein set forth.

Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name, Title and Signature:

\_\_\_\_\_

Proposed Product or Service:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Section 6

## Required Form – Form Six

### Cost Proposal Form

Please complete the following Cost Proposal Form. Fill out all tables for the different packages of services as described in this solicitation. The cost provided will be used as an index for payment of actual services ordered. The service level will be determined by the Market Authority and City of High Point. In subsequent Markets the cost for the determined service level will be submitted by the Service Provider to the Market Authority and the City of High Point on a Schedule A Form (Attachment E) for approval thirty (30) days prior to each Market.

The City of High Point, Market Authority and provider will review all terms of service costs and agree upon negotiated and acceptable rate based upon submitted Schedule A form. Any and all new rates proposed by the awarded contractor will need to be sufficiently documented to show any reason for having to increase or decrease cost per service category listed within the table below.

The City of High Point and Market Authority intend to pay the Service Provider for actual services provided for all categories. Current service categories are approximate, since many of the services included in each category being sought are modified for each Market Event. In any event that major changes occur in service category, the City of High Point, Market Authority and Contractor will negotiate a fair and acceptable rate.

In the event the proposer views creative ways of meeting current service levels and proposes new and creative ways to increase the efficiency of the Market Event Transportation Management and Transportation service; each proposer should detail their major category and show cost per each category with the appropriate annual totals for years one and two.

<b>Service Category</b>	<b>Year One Fixed Fall 2012 – Spring 2013</b>	<b>Year Two Fixed Fall 2013- Spring 2014</b>
Annual Profit %		
Raleigh – Durham Airport Service		
Charlotte Douglas Airport Service		
Administrative Services		
Traffic Control Services		
Park & Ride,		
PTI Airport		
Hotel Shuttle and Attendants		
Showroom, City Hall and Shuttle Services		
Cost Total	\$	\$

**ATTACHMENT A**

By each signature, I certify that \_\_\_\_\_ (company name) meets all regulations required in the Federal Motor Carrier Safety Regulations.

**FMCSR**

**Authorized Signature**

- Part 382 (controlled substance and alcohol) testing \_\_\_\_\_
- Part 387 (financial responsibility) \_\_\_\_\_
- Part 390 (general applicability and definitions) \_\_\_\_\_
- Part 391 (driver qualifications) \_\_\_\_\_
- Part 392 (driving rules) \_\_\_\_\_
- Part 393 (parts and accessories) \_\_\_\_\_
- Part 395 (hours of service) \_\_\_\_\_
- Part 396 (inspection, repair and maintenance) \_\_\_\_\_
- Part 397 (general hazardous material rules) \_\_\_\_\_

Information for Drug and Alcohol Policy

How many driving positions do you have as per Part 382? \_\_\_\_\_

How many drug tests were administered during last calendar year? \_\_\_\_\_

How many alcohol tests were administered during last calendar years? \_\_\_\_\_

Are you a member of a consortium? Yes \_\_\_\_\_ No \_\_\_\_\_

List Company: \_\_\_\_\_ Phone: \_\_\_\_\_

I hereby certify that all information contained in this document and all required documents attached to this document are factual and correct.

Authorized company representatives

Name (print or type): \_\_\_\_\_

Title (print or type): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT B**  
**Example of Contract Award**

**TRANSPORTATION MANAGEMENT AND TRANSPORTATION SERVICES AGREEMENT**

THIS TRANSPORTATION MANAGEMENT AND TRANSPORTATION SERVICES AGREEMENT for the provisions of the High Point Market Event entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, by and between \_\_\_\_\_, hereinafter called “The Contractor” and the City of High Point, hereinafter called “the City”.

**WITNESSETH:**

**WHEREAS**, the High Point Market is a bi-annual event that attracts thousands of exhibitors and buyers to High Point and surrounding areas; and

**WHEREAS**, the High Point Market Authority was created by the North Carolina General Assembly to promote, enhance, and fund services provided to those in attendance of the High Point Market; and

**WHEREAS**, the North Carolina General Assembly recognizes the significance the High Point Market plays in the economy of the state of North Carolina and the North Carolina General Assembly has designated funding for transportation services for the High Point Market; and

**WHEREAS**, the City of High Point and the Market Authority have conducted a competitive procurement process for Transportation Management and Operation Services as specified in a request for proposal entitled “Proposal for Transportation Management and Transportation Services for the High Point Market Event”, dated December 15, 2011, attached hereto as EXHIBIT A; and

**WHEREAS**, the City of High Point received proposals from \_\_\_\_\_;  
and

**WHEREAS**, after careful review of all proposals by the City of High Point and the Market Authority it is recommended to engage with a Contractor to provide Market Event Transportation Management and Operation Services in accordance with the proposal dated \_\_\_\_\_, attached hereto as Exhibit B for the dollar amount negotiated and approved by the City and the Market Authority for services as outlined on Schedule A 30 days prior to each market; and

**WHEREAS**, the City of High Point, Market Authority and the Contractor will negotiate annual rates per major service category provided under the provisions of this agreement for each subsequent year of the services provided under this agreement; and

**WHEREAS**, the effective date of this contract, which supersedes all other contractual agreements with the Contractor shall be \_\_\_\_\_ for an initial term of three (3) years with the City of High Point retaining the right of renewal annually, and two (2) additional one (1) year terms or any part thereof with the same terms and conditions of the original Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the Contractor hereby covenants and agrees to perform such work and furnish such labor, materials, equipment, apparatus and supplies, in accordance with the specifications and plans, at the prices and rates named herein, and to comply with each obligation set forth in the Proposal.

The Contractor hereby agrees to be responsible for and to make good its expense any and all damages of whatever nature to persons, property, or property rights caused by carelessness, neglect, or want of due precautions on the part of the Contractor, or its agents or employees. In addition, the Contractor hereby agrees to identify and save harmless the City of High Point, its officers and agents, from all claims, suits, and proceedings of every description which may be brought against the City of High Point, its officers and agents, for any injuries or damages to persons, property rights, sustained by any person or persons, firm or corporation, on account of any act or omission of said Contractor, or its agents or employees.

It is agreed that the advertisement for proposals, instructions to bidders, the proposal, the general conditions, and all other conditions and provisions, if any, and the detailed scope of work are a part and parcel of the Agreement, to the same extent as if incorporated herein in full.

The City of High Point hereby, agrees that it will work with the High point Market Authority to pay the Contractor, when due and payable under the terms of these contract documents, the above mentioned sub, and that it will comply with each obligation imposed upon it by the proposal and award.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers:

ATTEST: (Awarded Contractor)

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: The City of High Point

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mayor  
City of High Point

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_  
The City of High Point City Attorney

“This instrument has been preaudited in the Manner required by Local Government Budget and Fiscal Control Act.”

By: \_\_\_\_\_  
City of High Point Financial Services Director

**ATTACHMENT C**  
**Staffing Index**

	Prior to Market	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
<b>Transportation Terminal</b>									
Supervisor		Noon- 9pm	Noon- 10pm	Noon-10pm	Noon-10pm	Noon-10pm	Noon-10pm	Noon-10pm	Noon-4pm.
Airport Shuttle Attendant		7am- 9pm	7am- 9pm	7am- 9pm	7am- 9pm	7am- 9pm	7am- 9pm	7am- 9pm	7am- 12pm
Airport Baggage Attendant		8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm		
On Demand Dispatcher (Terminal)		8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-2pm
On Demand Dispatcher (Elm/Comm)		8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-2pm
Hotel Information Attendant		4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-7:00pm
Hotel Information Attendant		4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-7:00pm
Hotel Information Attendant		4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	
Hotel Information Attendant		4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	
Hotel Information Attendant			4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	
Hotel Information Attendant			4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	
Park & Ride Attendant			8am-8pm	8am-8pm	8am-8pm	4pm-9pm	4pm-9pm	4pm-9pm	4pm-7pm
Bus Staging Attendant			4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	4:30pm-9pm	
<b>Command Center</b>									
Supervisor		6 am-10 pm	5:30am-11pm	5:30am-11pm	5:30am-11pm	5:30am-11pm	5:30am-11pm	5:30am-11pm	5:30a.m.-800p
Phone Support/Dispatcher		8am-10pm	8am-10pm	8am-10pm	8am-10pm	8am-10pm	8am-10pm	8am-10pm	6am-5pm
Phone Support/Dispatcher		8am-10pm	8am-10pm	8am-10pm	8am-10pm	8am-10pm	8am-10pm	8am-10pm	8am-5pm
Phone Support/Dispatcher		8am-7pm	8am-7pm	8am-7pm	8am-7pm	8am-7pm	8am-7pm	8am-7pm	8am-5pm
Phone Support/Dispatcher		8am-7pm	8am-7pm	8am-7pm	8am-7pm	8am-7pm	8am-7pm	8am-7pm	
Office Support		8am-7pm	8am-7pm	8am-7pm	8am-7pm	8am-7pm	8am-7pm	8am-7pm	8am-5pm
<b>Hotel Host/Hostesses</b>									
Host/Hostess (25 total)		6am-11am	6am-11am	6am-11am	6am-11am	6am-11am	6am-11am	6am-11am	
<b>Airports</b>									
PTIA Ambassador		8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm		
PTIA Ambassador		8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm		
PTIA Ambassador		8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm		

PTIA Ambassador	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm
RDU Ambassador	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm
RDU Ambassador	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm
CLT Ambassador	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm	8am-8pm

**Parking Lots**

City Hall Employee Lot Supervisor			5:45am-2pm	5:45am-2pm	5:45am-2pm	5:45am-2pm	5:45am-2pm	5:45am-2pm	
City Hall Employee Lot Attendant			6:30am-3pm	6:30am-3pm	6:30am-3pm	6:30am-3pm	6:30am-3pm	6:30am-3pm	
Oak Hollow Lot Supervisor		6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	
Oak Hollow Lot Attendant		6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	
Oak Hollow Lot Attendant		6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	
Oak Hollow Lot Attendant		6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	
Oak Hollow Lot Attendant		6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	
Oak Hollow Lot Attendant		6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	
Oak Hollow Lot Attendant		6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	
Oak Hollow Lot Attendant		6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	
South Lot Supervisor	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm
South Lot Attendant	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm
South Lot Attendant	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm
South Lot Attendant		6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm
South Lot Attendant		6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm
South Lot Attendant		6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm	6:15am-2pm

**Miscellaneous**

Project Manager	Onsite Monday Prior	5:30am-10pm	5:30am-10pm	5:30am-10pm	5:30am-10pm	5:30am-10pm	5:30am-10pm	5:30am-10pm	5:30am-7pm
Taxi Dispatcher		10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-2pm
Taxi Dispatcher		10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-2pm
Private Shuttle Attendant				8am-6pm	8am-6pm	8am-6pm	8am-6pm	8am-6pm	NA
Hotel Material Delivery	Sat & Sun before Market								
Hotel Material Delivery	Sat & Sun before Market								
Showroom Material Delivery	Wed & Thurs before Market								
Showroom Material Delivery	Wed & Thurs before Market								

**Traffic Control Officers**

Supervisor		5:30am- 9pm	5:30am- 9pm	5:30am- 9pm	5:30am- 9pm	5:30am- 9pm	5:30am- 9pm	5:30am- 9pm	5:30am- 9pm
Supervisor		7am-6pm	7am-6pm	7am-6pm	7am-6pm	7am-6pm	7am-6pm	7am-6pm	7am-6pm
Transportation Terminal- Cross	Wed. Prior 6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-7pm
Transportation Terminal- Cross	Wed. Prior 6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-7pm
Transportation Terminal- Cross	Wed. Prior 6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-7pm
Transportation Terminal- Wrenn	Wed. Prior 6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-7pm
Transportation Terminal- Wrenn	Wed. Prior 6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-7pm
Transportation Terminal- Wrenn	Wed. Prior 6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-7pm
Transportation Terminal- Hamilton	Wed. Prior 6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-7pm
Transportation Terminal- Hamilton	Wed. Prior 6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-7pm
Transportation Terminal- Hamilton	Wed. Prior 6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-9pm	6am-7pm
Main Street Crosswalk		7am-9am	7am-9am	7am-9am	7am-9am	7am-9am	7am-9am	7am-9am	7am-7pm
Main Street Crosswalk		7am-9am	7am-9am	7am-9am	7am-9am	7am-9am	7am-9am	7am-9am	7am-7pm
Wrenn Crosswalk		8am-6pm	8am-6pm	8am-6pm	8am-6pm	8am-6pm	8am-6pm	8am-6pm	
Commerce/Wrenn		6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-7pm
Commerce/Main		6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-7pm
Commerce/Main		6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-7pm
Commerce/Elm		6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-9pm	6:30am-7pm

**\*Does not include drivers**

## Attachment D Vehicle Index

### Thursday, March 31

#### Park and Ride

- South Lot Two 15 passenger vans (6:30am – 10:00pm)  
One transit bus (7:00am – 10:00am; 4:00pm – 7:00pm)

#### Airports

- RDU & CLT Two 15 passenger vans (6:30am – 7:00 pm)  
Two 15 passenger vans (8:30am – 9:00 pm)
- PTI Two 20 passenger minibuses (8:00am – 8:00pm)  
One 20 passenger minibus (11:00am – 8:00pm)

#### Downtown Showroom Shuttle

- Two 20 passenger minibuses (9:30am – 5:30pm)

#### On Demand

- Seven 15 passenger vans (8:00am – 8:00pm)

### Friday, April 1

#### Park and Ride

- South Lot Two Trolleys or 25 passenger minibuses (6:30am – 10:00pm)  
One Trolley or 25 passenger minibus (6:30am – 8:00 pm)
- Oak Hollow Two Motor Coach Buses (6:30am – 10:00pm)  
Two Motor Coach Buses (6:30am – 8:00pm)

#### Airports

- RDU & CLT Two 15 passenger vans (6:30am – 7:00pm)  
One 15 passenger van (9:00am – 4:30pm)  
One 25 passenger minibus & one 15 passenger van (9:00am – 5:00pm)  
One 15 passenger van (5:00pm – 9:00pm)
- PTI Three Motor Coach Buses (8:00am – 8:00pm)

#### Hotel Shuttles

##### Early Morning and Late Afternoon/Evening

- Eighteen motor coaches
- Three minibuses

##### Mid-day

- Twelve 15 passenger vans, one 25 passenger minibus covering all 21 routes for both the 1:00pm and 3:00pm departures.

### Downtown Showroom Shuttle

- Two 25 passenger minibuses (9:30am – 5:30pm)

### On Demand

- Five vans (7:00am - 7:00pm)
- Five vans (8:00am - 7:00pm)

### **Saturday, April 2 – Tuesday, April 5**

#### Park and Ride

- South Lot Two Trolleys or 25 passenger minibuses (6:30am – 10:00pm)  
Two Trolleys or 25 passenger minibuses (6:30am – 8:00 pm)  
One transit bus (7:30am – 9:30am)
- Oak Hollow Three Motor Coach Buses (6:30am – 10:00pm)  
Three Motor Coach Buses (6:30am – 8:00pm)

#### Airports

- RDU & CLT Two 15 passenger vans (6:30am – 3:00pm)  
One 25 passenger minibus & one 15 passenger van (9:00am – 7:00pm)  
One Motor Coach Bus (3:00pm – 7:00pm)
- PTI Three Motor Coach Buses (8:00am – 8:00pm)

#### Hotel Shuttles

- Twenty one Motor Coach Buses for AM and PM runs
- Three 25 passenger minibuses for AM and PM runs
- Four 15 passenger vans for evening hotel response
- Twelve 15 passenger vans for 1pm and 3pm hotel runs
- Two 25 passenger minibuses for 1pm and 3pm hotel runs

### Downtown Showroom Shuttle

- North (Red) Three transit buses (7:30am – 8:00pm)  
One additional transit bus (9:30am – 8:00pm)
- South (Green) One transit bus & one high-top van or minibus (7:30am – 8:00pm)

### On Demand

- Sixteen 15 passenger vans (8:00am – 8:00pm)  
Eight vans (7:00 am – 8:00pm)  
Eight vans (8:00am – 8:00pm)

### **Wednesday, April 6**

Same as peak days EXCEPT

- 1) No overflow on hotel routes
- 2) No additional bus for Downtown Winston-Salem
- 3) Will have Motor Coach bus at 3:00 pm to both RDU and CLT
- 4) No response hotel shuttle beyond the two employee shuttles extending until 10:00pm
- 5) South Lot      Two Trolleys or 25 passenger minibuses (6:30am – 10:00pm)  
                          One Trolley or a 25 passenger minibus (6:30am – 8:00pm)
- Oak Hollow    Two Motor Coach Buses (6:30am – 10:00pm)  
                          Two Motor Coach Buses (6:30am – 8:00pm)

**Thursday, April 7**

Airports

- RDU & CLT    Six 15 passenger vans only until 5:00pm (6:30am – 3:00pm)
- PTI            Three Motor Coach Buses conclude at 5:00pm

Hotel Shuttles

- Morning Routes #1 – 21: Seventeen 15 passenger vans & four 25 passenger minibuses
- Mid-day: Six 15 passenger vans
- Evening: Ten 15 passenger vans on demand, ending at 7:00pm

Downtown Showroom Shuttle

- North (Red)    Three transit buses
- South (Green) One high-top 10 passenger van

On Demand

- Twelve 15 passenger vans

**ATTACHMENT E**  
**Schedule A**  
**Projected Transportation Costs**

Service	Vehicle Type	Vehicle Quantity	Total Hours Per Vehicle	Average Cost Per Vehicle Per Hour	Projected Cost	Comments/ Inclusions
<b>Hotel Service (Include Route Number)</b>						
<b>Service Total</b>						
<b>Park and Ride</b>						
North Route (Oak Hollow)						
South Route ( South Lot)						
<b>Service Total</b>						
<b>Airport Service</b>						
Piedmont Triad International Airport (GSO)						
Raleigh Durham Airport (RDU)						
Charlotte Douglas Airport (CLT)						
<b>Service Total</b>						
<b>Downtown Showroom Shuttle</b>						
North Route- Red Line						
South Route- Green Line						
On Demand						
<b>Service Total</b>						
<b>Employee Shuttle</b>						
<b>Service Total</b>						
<b>Equipment</b>						
<b>Equipment Total</b>						
<b>Administrative</b>						
<b>Administrative Total</b>						
<b>Traffic Control</b>						
<b>Traffic Control Total</b>						
				<b>Grand Total</b>		