

CITY CLERK
ORIGINAL
AGREEMENT FOR

C-10421
11/10/2015

EVENT SHUTTLE SERVICES

City of Glendale Solicitation No. 16-06

This Agreement for Event Shuttle Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Industrial Bus Lines, a New Mexico corporation dba All Aboard America!, authorized to do business in Arizona, (the "Contractor"), as of the 20th day of October, 2015.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-06 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. **Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
 - (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.
- d. Sub-contractors.
- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
 - (2) Contractor will remain fully responsible for Sub-contractor's services.
 - (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
 - (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.
2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.
3. **Contractor's Work.**
- 3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 3.2 Licensing. Contractor warrants that:
- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
 - b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.
- 3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination: Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$130,000, as specifically detailed in Exhibit B (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
8. **Insurance.**
- 8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):
- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
 - b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$5,000,000 per occurrence and \$5,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
 - c. Auto. A business auto policy providing a liability limit of at least \$5,000,000 per accident for Contractor and \$5,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
 - d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
 - e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
 - f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Industrial Bus Lines dba All Aboard Americal
c/o Lesleigh Campise
230 S. Country Club Drive
Mesa, AZ 85210
480-222-6940

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Dory Ludwig
5850 W. Glendale Ave
Communications, B63
Glendale, Arizona 85301
623-930-2961

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

- 12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

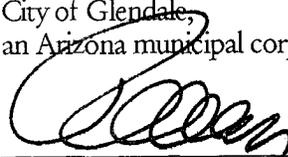
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation



By: Richard A. Bowers
Its: Acting City Manager

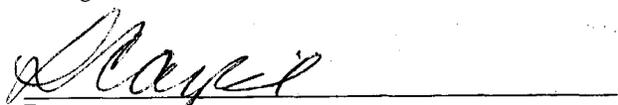
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

Industrial Bus Lines, Inc dba All Aboard America,
a New Mexico corporation
Phone 480-222-6940
Lesleigh Campise, Sales Manager
lesleigh@allaboardamerica.com


By: 
Its: Sales Mgr

**EVALUATION FINAL CONSENSUS
RFP 16-06, EVENT SHUTTLE SERVICES**

	EXPERIENCE AND QUALIFICATIONS 30%	METHOD OF APPROACH 25%	CAPACITY OF OFFER 25%	Cost 20%	MAXIMUM POINTS AWARDED
TOTAL POINTS AWARDED FOR EACH CATEGORIES	300	250	250	200	1000
All Aboard America	268	245	202	183	898
Southwest Luxury Sedan	226	233	195	123	777
Michelangelo Leasing	228	188	192	193	801

EXHIBIT A

16-06

PROJECT

[See attached]



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 16-06

DESCRIPTION: EVENT SHUTTLE SERVICES

ISSUE DATE: July 30, 2015

OFFER DUE DATE AND TIME: August 13, 2015, 4:00pm local time

PRE-OFFER CONFERENCE: August 5, 2015 AT 2:00 PM
The pre-offer conference will be held at City of Glendale, 5850 W. Glendale Avenue- Municipal Building, Third Floor, Conference Room 3B, Glendale, AZ 85301
Attendance is not required.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) in the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be received and time/date stamped at the Engineering Department's window. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:

Connie Schneider
Materials Management Division
623-930-2868
CSchneider@glendaleaz.com



**City of Glendale
Materials Management
Solicitation Number: RFP 16-06
EVENT SHUTTLE SERVICES**

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

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	City of Glendale Materials Management Solicitation Number: RFP 16-06 EVENT SHUTTLE SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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SPECIFICATIONS

1.0 INTRODUCTION

The City of Glendale ("City") is soliciting Requests for Proposals from qualified firms or individuals capable of managing and operating shuttle bus services for citywide special events as described within this solicitation. The average attendance for all three festivals combined is anticipated to be 245,000.

1.1 CITY SPECIAL EVENTS – All events are located downtown Glendale. Additional information on these events may be found on the City web site: www.glendaleaz.com. The following list of events and dates are for the 2015 holiday schedule.

NAME OF EVENT	DATE(S)	ATTENDANCE
Glendale Glitters Spectacular	11-27-2015	75,000
	11/28/2015	
Glendale Glitter & Glow Block Party	1/9/2016	90,000
Glendale Chocolate Affaire (*Mini-buses)	2/5/2016	80,000
	2/6/2016	
	2/7/2016	

1.2 HOURS OF OPERATION - Hours of shuttle bus service operations will be determined based on the type of event. It is anticipated that service will start thirty (30) minutes prior to the start of the event stop thirty (30) minutes following the event.

NAME OF EVENT	DATE(S)	* START TIME	* END TIME
Glendale Glitters Spectacular	11-27-2015	5:00 PM	10:00 PM
	11/28/2015	5:00 PM	10:00 PM
Glendale Glitter & Glow Block Party	1/9/2016	4:00 PM	10:00 PM
Glendale Chocolate Affaire (*Mini-buses)	2/5/2016	5:00 PM	10:00 PM
	2/6/2016	10:00 AM	10:00 PM
	2/7/2016	12:00 PM	5:00 PM

** Shuttle services will start thirty (30) minutes prior to event start and end times stated above.*

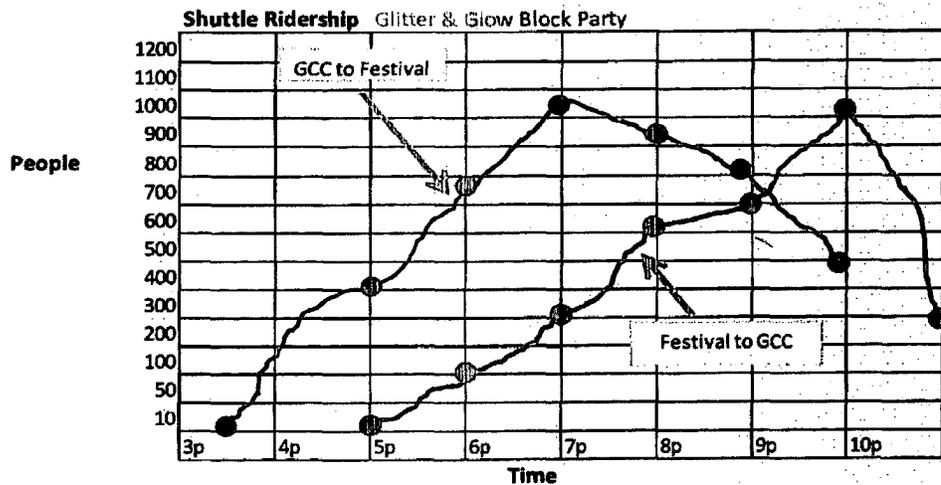
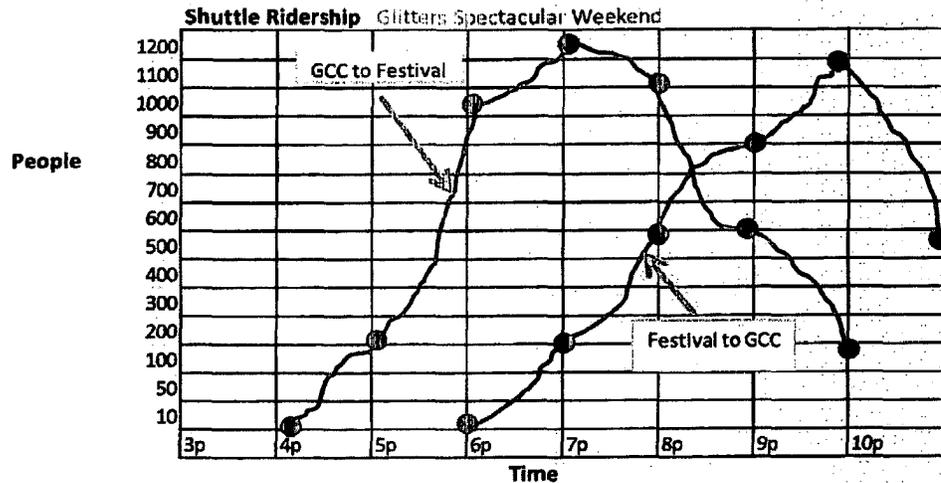


**City of Glendale
Materials Management
Solicitation Number: RFP 16-06
EVENT SHUTTLE SERVICES**

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

1.2.1 Extended hours of operations may be necessitated by an extended event time. The City's on-site contract administrator will determine the end of hours of operations for the shuttle service. The end of operations notice will be provided to the contractor's on site supervisor by the contract administrator.

1.2.2 EVENT ESTIMATED RIDERSHIP TIMELINE



 <p>GLENDALÉ</p>	<p align="center">City of Glendale Materials Management Solicitation Number: RFP 16-06 EVENT SHUTTLE SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.3 PARKING LOT AND LOADING / UNLOADING LOCATIONS – Contractor shall load and unload passengers at the following on-site/off-site parking lot(s) listed below:

1.3.1 Glendale Glitters Spectacular and Glendale Glitter & Glow Block Party:

1.3.1.1 Off-site lot location: Glendale Community College, north parking lot, Entrance at 59th Avenue and Via Gaucho.

1.3.1.2 On-site loading and unloading location: 59th Avenue and Myrtle

1.3.2 Glendale Chocolate Affaire:

1.3.2.1 Contractor shall perform continuous shuttle services between downtown Glendale at 57th Drive and Glenn and Cerreta’s Candy Company, at 54th Avenue and Glendale Avenue. The route is East on Glenn from 57th Drive to 54th Avenue, and South into the Cerreta’s Candy Company parking lot. It then returns to 57th Drive and Glenn following the same route.

1.3.2.2 Contractor shall use an Americans Disability Act (ADA) compliant mini-bus that has a capacity of twelve (12) to thirty-two (32) passengers. A twelve (12) passenger van or similar vehicle is not acceptable.

1.4 CITY SPECIAL EVENTS TRAFFIC AND PARKING MANAGEMENT PLANS. The City has a special events committee charged with creating an Operations Plan for special events. This may require participation from the Contractor on the following issues:

CONTRACTOR SHALL:

1.4.1 Assist with development of an overall transportation Operations Plan, including the Traffic and Parking Management Plan;

1.4.2 Participate in City Committee meetings for the purposes of advance planning of transportation for the Events described herein and future events and provide input related to, at a minimum, the following:

1.4.2.1 Shuttle bus loading/unloading for the on-site and off-site lot areas;

1.4.2.2 Off-site parking and shuttle operations;

1.4.2.3 Shuttle bus routing and priority; and

1.4.2.4 Provide feedback to the Special Events Program Manager on performance of the traffic and parking plans and modifications to those plans as necessary;



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- 1.4.3 Attend and participate in City staff meetings related to the event, as requested;
- 1.4.4 Provide all necessary resources and personnel for the advance planning of personnel and resources for the Events;
- 1.4.5 Provide planning, management and supervision of transportation services for Events to be agreed upon fourteen (14) days prior to event; and
- 1.4.6 Submit a shuttle bus operation plan to City staff for review and approval no less than fourteen (14) days prior to the event. Shuttle pickup and drop-off locations may vary for each event.

1.5 SHUTTLE BUS OPERATION – CONTRACTOR SHALL:

- 1.5.1 Work with City staff during the planning process to determine the number of sites to be open for each event, the amount of anticipated off-site parking demand, and the resulting shuttle bus and/or mini-bus requirements on an event-by-event basis;
- 1.5.2 Provide the necessary fleet of shuttle buses operate the off-site parking shuttle service before, during and after events;
- 1.5.3 Provide all necessary personnel to operate the off-site parking shuttle service before, during and after events. This shall include, but is not limited to, the ground personnel, supervision, and crowd control equipment and supplies necessary to assist in loading and unloading of passengers;
- 1.5.4 Use either a forty-eight (48) to sixty-four (64) passenger tour style bus for these two events;
- 1.5.5 Meet American's with Disability Act (ADA) requirements for all shuttle bus services;
- 1.5.6 Ensure that a minimum of one bus is ADA equipped, for any event where shuttles are required;
- 1.5.7 Direct all questions, concerns, issues, and recommendations to the City's on-site contract administrator; and
- 1.5.8 If Contractor uses a third party to provide a mutually agreed upon number of buses and hours of operation for the events, the following shall apply:
 - 1.5.8.1 The City shall have the opportunity to review all Contractor/third party contracts in advance.
- 1.5.9 Ensure that all shuttle buses are equipped with a working DVD player.”

1.6 ADDITIONAL REQUIREMENTS – CONTRACTOR SHALL:

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- 1.6.1 Perform an efficient system of transporting of passengers to and from City special events throughout duration of events in a safe and professional manner at all times;
- 1.6.2 Interface with all local public agencies; including City departments, and other entities or personnel which are involved in the transportation and security of attending public during each of the Events;
- 1.6.3 Be responsible for the scheduling of all On-site and Off-Site Parking Lots bus shuttles and staffing resources in support of the services from during each Event;
- 1.6.4 Provide and have all staff wear uniform shirts and slacks or shorts;
- 1.6.5 Provide and have all staff wear badges denoting their activity and their status as supervisor or staff;
- 1.6.6 Avoid any dispute with any person;
- 1.6.7 Contact the Glendale Marketing Department contact immediately should any individual become physically or verbally abusive;
- 1.6.8 Report any unusual incidents of hazardous conditions as soon as practicable to the Glendale Marketing Department contact;
- 1.6.9 Immediately report any life threatening emergencies to Glendale Police Department;
- 1.6.10 Be responsible for the procurement, management and supervision of all personnel;
- 1.6.11 Recommend and coordinate with the City's Marketing department to designate the location of Contractor's staff;
- 1.6.12 Provide the City with the mutually agreed upon number of workers to staff each event throughout the term of the contract at least fourteen (14) days prior to each event;
- 1.6.13 Agree in writing to revise and finalize required staffing numbers within three (3) business days prior to event if requested by either party;
- 1.6.14 Designate a representative to be in constant communication with City staff during special events;
- 1.6.15 Be responsible for ensuring efficient and accurate communication between Contractor / subcontractor personnel;
- 1.6.16 Ensure that Contractor's management personnel are constantly available to receive instruction from City Marketing staff during scheduled hours;
- 1.6.17 Ensure that subcontractor(s) shall take direction from the City's Marketing staff during special events;

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- 1.6.18** Provide emergency contact information three (3) days prior to event to be available at any time during special event hours; and
- 1.6.19** Provide ridership numbers by the hour to and from shuttle locations at the end of the event to Special Events Program Manager.

END OF SECTION

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2.0 SPECIAL INSTRUCTIONS

2.1 PRE-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will be held on August 5, 2015, 4:00 P.M. Arizona Time, located at 5850 W. Glendale Avenue, 3rd Floor, Room 3B. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale’s position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

2.2 RETURN OF OFFER The Offeror shall submit one (1) hardcopy marked as “Copy”. The offeror shall also submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as “RFP 16-xx – *Original - Name of Offeror.*” (For example: RFP 16-xx – Original - ABC Company.)

The proposal hardcopy shall be submitted in bound format (three (3) ring loose-leaf binders, spiral and/or report covers). Proposals should be divided by tab sections according to items listed in the **Preparation of Offer Package** of these Special Instructions. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter “See attachment for detail.” Offers that do not conform to the above format may be rejected.

2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 COVER SHEET**
- 2.3.2 OFFER SHEET, Section 4.0**
- 2.3.3 PRICE SHEET, Section 5**
- 2.3.4 ADDENDUM, Return all addenda (if applicable).**
- 2.3.5 PROPOSAL IN CONFORMANCE WITH SCOPE OF SERVICES**
- 2.3.6 SUBMISSION REQUIREMENTS**

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2.4 SUBMISSION REQUIREMENTS

Offeror's should provide written, narrative responses for each item requested within the criteria below. When applicable, supporting documents should be attached and reference the appropriate criterion. Offeror's, at a minimum must submit the following in the order they appear:

2.4.1 EXPERIENCE AND QUALIFICATIONS.....(30%)

2.4.1.1 Offeror's proposal should include:

- 2.4.1.1.1 Company profile that details company history;**
- 2.4.1.1.2 Organization chart; also identifying those in a subcontractor capacity;**
- 2.4.1.1.3 Management Contact Information;**
- 2.4.1.1.4 Business locations;**
- 2.4.1.1.5 Number of years in business; and**

2.4.1.2 Offeror shall provide names and resumes of key personnel as well as subcontractors used in the key personnel capacity, to include job title, job description, experience, years with the company;

2.4.1.3 Offeror's shall demonstrate their firm's knowledge of services, labor assignment capacity, and success in providing the services;

2.4.1.4 Offeror's should provide details of projects undertaken that are of similar nature and size based on the City's Specifications;

2.4.1.4.1 Offeror's shall submit with their offer a minimum of three (3) project / service engagements provided of similar size and scope over the last two (2) years and include the following for each project:

- A detail of the project / services
- Customer name, address, phone number;
- Contract person, email address;
- The number of personnel used, dates of services provided;
- The number of days, hours, and approximate number of personnel transported.

2.4.2 METHOD OF APPROACH.....(25%)

2.4.2.1 Offeror shall clearly provide their written understanding of the City's requirements, specifications, and what your firm's proposed method is to meet requirements and timelines stated herein.



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- 2.4.2.2 Offeror shall state how your firm manages varying crowd sizes and shuttle demands;
- 2.4.2.3 Offeror's shall provide a communication plan between key personnel, including subcontractors, and the City contact or representative;
- 2.4.2.4 Offeror shall provide a specific crowd control plan for loading and unloading passengers;
- 2.4.2.5 Offeror shall explain the process used to determine how many buses would be required for each event to meet turnaround times based on ridership graphic provided in **Section 1.2.2**;
- 2.4.2.6 Offeror shall describe how driver breaks and meals will be incorporated into the required shuttle event hours;

2.4.3 CAPACITY OF OFFEROR.....(25%)

- 2.4.3.1 Offeror shall describe the type of communication equipment used by bus drivers and event staff;
- 2.4.3.2 Offeror shall describe the equipment used for the operation and management of shuttle services, include the following;
 - 2.4.3.2.1.1 Bus, make, model, and year for the tour type and mini buses used;
 - 2.4.3.2.1.2 Undercarriage storage;
 - 2.4.3.2.1.3 Lift equipment;
 - 2.4.3.2.1.4 Shuttle related equipment, communication equipment, such as signage, crowd control equipment (this would include barricades), etc;
- 2.4.3.3 Offeror shall provide confirmation that all buses or shuttles have a working DVD player; and
- 2.4.3.4 Offeror shall describe their capacity to provide backup shuttle buses and personnel;

2.4.4 PRICING STRUCTURE.....(20%)

- 2.4.4.1 Offeror's shall provide cost in accordance with the pricing structure as outlined in **Section 5**. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.



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- 2.5 **ALTERNATE OFFERS/EXCEPTIONS**
Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.
- 2.6 **SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.
- 2.7 **INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five (5) days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
- 2.8 **EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 2.9 **PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.10 **INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.11 **ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.



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- 2.12 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.12.1 Determine in greater detail such Offeror's qualifications, and
 - 2.12.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - 2.12.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
 - 2.12.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.13 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.14 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.
- 2.16 WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

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2.17 OFFER ERRORS OMISSIONS AND CORRECTIONS The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

2.18 COMPETITIVE NEGOTIATIONS Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).

2.19 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

2.20 PROPRIETARY INFORMATION An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall

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not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

END OF SECTION

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3.0 SPECIAL TERMS AND CONDITIONS

3.1 TERM OF AGREEMENT The initial term of the contract shall be one (1) year upon approval by the City Council.

3.2 OPTION TO EXTEND The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

3.3 PRICE ADJUSTMENTS Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed in the form of a contract amendment.

3.4 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.5 INSURANCE Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

3.5.1.1 Commercial General Liability (CGL): Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$5,000,000 per occurrence, \$5,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

3.5.1.2 Automobile Liability: Insura

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3.5.1.3 nce covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.

3.5.1.4 Workers' Compensation: as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require

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complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.6 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

3.7 CONFLICT OF INTEREST Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

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“Employee” means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

“Relative” means the spouse, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

3.8 ESTIMATED QUANTITIES The Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

3.9 LIQUIDATED DAMAGES If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$500.00/property. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

3.10 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.

3.11 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if

	<p>City of Glendale Materials Management Solicitation Number: RFP 16-06 EVENT SHUTTLE SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

3.12 PERMITS AND LICENSES The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

3.13 CERTIFICATION By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

3.14 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff

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member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

- 3.15 **PRICE** All prices quoted shall be firm and fixed for the specified contract period.
- 3.16 **ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.17 **NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

END OF SECTION



**City of Glendale
Materials Management
Solicitation Number: RFP 16-06
EVENT SHUTTLE SERVICES**

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

4.0 OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature

Company's Legal Name

Printed Name Address

Title

City, State & Zip Code

Telephone Number

FAX Number

Authorized Signature Email Address

Date

For questions regarding this offer: (If different from above)

Contact Name

Phone Number

Fax Number

Email Address

FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No. _____

Tax Rate _____

Offeror certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No



City of Glendale
Materials Management
Solicitation Number: RFP 16-06
EVENT SHUTTLE SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

5.0 PRICE SHEET - NO MINIMUM WILL BE ACCEPTED

5.1 Provide the hourly cost per bus, including driver, of providing the shuttle bus service. The hourly rate shall include all required meeting attendance, crowd control equipment (i.e. barricades, fencing, etc.), and all other costs required to perform the duties under this solicitation (excluding all taxes)

Tour Bus Hourly Rate: \$ _____ Mini-Bus Hourly Rate: \$ _____

5.2 Provide the job description and the hourly cost for the staffing required to provide the shuttle bus service and.

JOB TITLE	JOB DESCRIPTION	HOURLY RATE
Shuttle Manager		
Shuttle Coordinator		

5.3 PROCUREMENT CARD ORDERING CAPABILITY See Section 2. Please check appropriate box.

_____ YES, I will accept payment under this contract with the Procurement Card.

_____ NO, I will not accept payment under this contract with the Procurement Card.

5.4 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES

NO

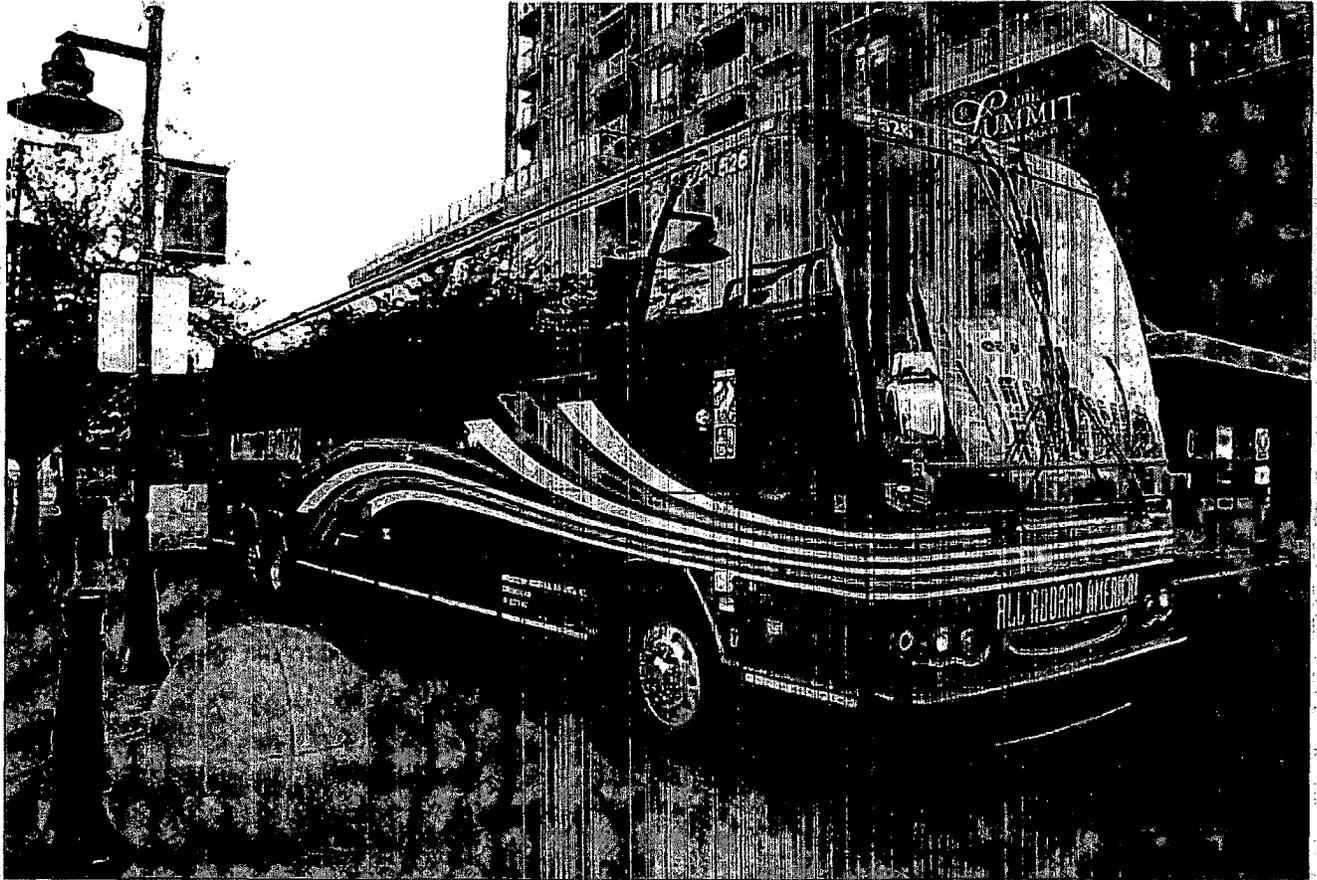
If your answer is NO, please state terms offered: _____

OFFEROR NAME: _____

5.5 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 5.1.

5.6 TAX AMOUNT Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

RFP 16-06
EVENT SHUTTLE SERVICES



ALL ABOARD AMERICA!
230 South Country Club Drive
Mesa, AZ 85210
480-222-6940
Lesleigh Campise, Sales Manager
lesleigh@allboardamerica.com

 <p>GLENDALE</p>	<p align="center">City of Glendale Materials Management Solicitation Number: RFP 16-06 EVENT SHUTTLE SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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4.0 OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

<u>Lesleigh Campise</u> Authorized Signature	<u>Industrial Bus Lines dba ALL ABOARD AMERICA!</u> Company's Legal Name
<u>230 S. Country Club Drive</u> Printed Name Address	<hr/>
<u>Sales Manager</u> Title	<u>Mesa, AZ 85210</u> City, State & Zip Code
<u>480-222-6940</u> Telephone Number	<u>480-222-6961</u> FAX Number
<u>lesleigh@allboardamerica.com</u> Authorized Signature Email Address	<u>8/3/2015</u> Date

For questions regarding this offer: (If different from above)

same as above

Contact Name	Phone Number	Fax Number
Email Address		

FEDERAL TAXPAYER ID NUMBER: 85-0093170

Arizona Sales Tax No. [REDACTED] Tax Rate 6.3%

Offeror certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No



**City of Glendale
Materials Management
Solicitation Number: RFP 16-06
EVENT SHUTTLE SERVICES**

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

5.0 PRICE SHEET - NO MINIMUM WILL BE ACCEPTED

5.1 Provide the hourly cost per bus, including driver, of providing the shuttle bus service. The hourly rate shall include all required meeting attendance, crowd control equipment (i.e. barricades, fencing, etc.), and all other costs required to perform the duties under this solicitation (excluding all taxes)

Tour Bus Hourly Rate: \$ 89.00

Mini-Bus Hourly Rate: \$ 82.00

5.2 Provide the job description and the hourly cost for the staffing required to provide the shuttle bus service and.

JOB TITLE	JOB DESCRIPTION	HOURLY RATE
Shuttle Manager	Oversee operation on site	30.00
Shuttle Coordinator	Assist onsite operations	25.00

5.3 PROCUREMENT CARD ORDERING CAPABILITY See Section 2. Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

5.4 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES

NO

If your answer is NO, please state terms offered: Net 30 days

OFFEROR NAME: Industrial Bus Lines dba ALL ABOARD AMERICA!

5.5 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 5.1.

5.6 TAX AMOUNT Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

August 5, 2015

To: City of Glendale
Attn: Materials Management
5850 W. Glendale Avenue, Suite 317
Glendale, AZ 85301

From: Lesleigh Campise – Sales Manager
Industrial Bus Lines, Inc. dba/ALL ABOARD AMERICA!
230 S. Country Club Drive
Mesa, AZ 85210
480-222-6940

Bid: RFP 16-06 EVENT SHUTTLE SERVICES

Date of service: November 2015/January & February 2016.

2.4.1. EXPERIENCE AND QUALIFICATIONS

2.4.1.1.1 Company Profile:

All Aboard America! is the trade name operated by Industrial Bus Lines, Inc. All Aboard America! has been in business for just under 80 years. We have developed experience within our industry from our many years of service. We are dedicated to keeping ourselves educated on the new and upcoming trends that make our industry safe, reliable and efficient for our customers and the environment around us. Our years of service and experience have allowed us to be successful at many types of programs such as; long term Commuter runs, Charter service, Shuttle services and over the road tours. These services are for anyone from children to seniors and are handled with great care and attention to detail from placing the orders to fulfilling the transportation. All Aboard America! would be delighted to partner with The City of Glendale again as a vendor of choice, providing our experience and professionalism for your city for many years to come. We have a vast knowledge and experience in providing this exact shuttle service, having been the service provider since 2009. Our previous 5 years of serving this program, should provide you with confidence in our expertise in operating the events and continued success. Our dispatchers and maintenance departments are experienced in providing coverage as swiftly and as safely as possible for all unforeseeable situations that may arise. We have a large fleet which allows us respond quickly if we have any service failure.

We have maintained a "1" rating (their highest) from Consolidated Safety Services who does an extensive audit of all military authorized carriers for the Department of Defense. We also

maintain a "Satisfactory" rating (their highest) with the United States Department of Transportation.

2.4.1.1.2 Organizational info and 2.4.1.1.3 Contact Information:

The account would be handled by the Sales Manager, Lesleigh Campise and Operations Manager, Jim Mas. Both managers' report directly to Jack Wigley, CEO.

2.4.1.1.3 Management Contact Information:

Lesleigh Campise – Sales Manager	lesleigh@allboardamerica.com 480-222-6940
Jim Mas – Operations Manager	jimm@allboardamerica.com 480-222-6940
Jack Wigley – Owner/CEO	jack@allboardamerica.com 480-222-6940

2.4.1.1.4 Business Locations:

Our corporate headquarters is based in Mesa, AZ. We currently operate from the following locations: Phoenix Arizona, Santa Fe New Mexico, El Paso Texas and Midland/Odessa Texas.

2.4.1.1.5 Number of years in business:

All Aboard America! is proud to celebrate our 80th anniversary of "Chartering Confidence" in 2016. Established in 1936.

2.4.1.2 Offeror Key Personnel:

Lesleigh Campise – Sales Manager lesleigh@allboardamerica.com 480-222-6940. 25 years in the Phoenix metro area charter transportation industry. For the past 5 years has managed/supervised the Event Shuttle Services for City of Glendale.

Jim Mas – Operations Manager jimm@allboardamerica.com 480-222-6940. 10 years in the Phoenix metro area charter transportation industry. For the past 5 years has managed/supervised all operational aspects of the Event Shuttle Services for City of Glendale.

Jack Wigley – Owner/CEO jack@allboardamerica.com 480-222-6940. Over 50 years in the transportation industry as owner/CEO of family owned business.

2.4.1.3 Knowledge:

We have a vast knowledge and experience in providing this exact shuttle service, having been the service provider since 2009. Our previous 5 years of serving this program, should provide you with confidence in our expertise in operating the events and continued success. We know the ridership peaks and when additional equipment/staff needs to be assigned.

2.4.1.4.1 Projects Similar over past 2 years.

1. Arizona State University – Commuter Shuttle

Provided commuter intercampus shuttle service during school year with 13 coaches per day running 18 hours a day. Servicing contract for past 3 years and carrying thousands of students daily. 26 drivers and 3 internal staff assigned daily.

Judi Nelson CPM Manager

ASU Transportation
Purchasing and Bus Services
P.O. Box 875212
Tempe, AZ 85287
480-965-0472
juliet.nelson@asu.edu

2. City of Glendale – Event Shuttle

Provided event shuttle from 2009 through 2014. Service requirements vary by event, range is from 3 mini's to 12 motors per day/per event. Staff typically 1 – 5, depending on event/ridership. Shuttled thousands of spectators over the years between GCC to Glitter, Glow and Chocolate Affaire. We use our 28 passenger ADA mini coaches for Chocolate Affaire and full size 56 passenger ADA motors for Glow and Glitter.

Dory Ludwig
City Special Events
5850 W. Glendale Ave #B63
Glendale, AZ 85301
623-930-2961
dludwig@glendaleaz.com

3. SP Plus Gameday – Event Shuttle

Provided event shuttle in 2014 for home football games at U of P Stadium. Service requirements vary by event, Staff typically 1 – 5, depending on event/ridership. Operated approx. 7 – 10 motorcoaches based on peak/off peak ridership. Shuttled thousands of spectators during each event.

Megan Ricker
Special Events
201 South Orange Avenue
Suite 925
Orlando, FL 32801
623-826-3353
megan.m.ricker@gmail.com

Additional references are available upon request.

2.4.2 METHOD OF APPROACH 1- 6

2.4.2.1-6 Company Profile:

All Aboard America! understands the requirements and methods entailed to fulfill the shuttling of spectators to and from the events. We have specific staff that oversees every aspect of the events, from managing the operators, hiring the ground personnel and working with the barricade company to outline the crowd control at both start and finish locations. We have managers on location to ensure we are running at capacity and wait times are no

greater than 15 minutes. Our ground personnel that operates this program has been the same for years and assists with any special needs a passenger may have (loading, unloading, strollers, ADA, service dogs). They also monitor the flow at both locations in case we need to transfer motors on the opposite end to keep flow at capacity. Cell phones are used for personnel staff on the ground to communicate current flow. Our coaches are equipped with DVD's which allows us the opportunity to play Glendale's DVD's on a loop throughout the events. We operate the largest fleet in AZ and also the largest ADA fleet in the valley. We do not foresee any subcontracting necessary. Our spectator/ridership counts are recorded at both ends of the shuttle and submitted to City of Glendale within 2-3 business days. We work directly with Glendale PD in the case a situation arises with which we need assistance. In years past we have reviewed the previous event's peak/non-peak time to determine the equipment requirements for the following year and take into consideration any other events that may cause in ridership increase or decrease. There are no meals required for our operators and for Glow and Glitters, no break is necessary due to the hours of service.

2.4.3 CAPACITY OF OFFEROR

2.4.3.1 Communication:

All Aboard America! Is available for business 365 days a year. Although our office may be closed, we are not considered closed, we have 24 hour dispatch service (emergency 480-797-1289) and emergency maintenance service (480-222-6943) on call everyday. Our dispatchers are experienced in providing coverage as swiftly and as safely as possible for all unforeseeable situations that may arise. If you are having any problems that require our immediate attention you can be sure to reach us. We can be reached at our offices Monday through Sunday 8:00 AM to 5:00PM or via our on call service any time after hours Monday through Sunday. Our onsite personnel is available throughout the program via cell phone and can communicate directly to the drivers.

2.4.3.2 1-4 Equipment

28 passenger ADA mini coaches, 48 & 56 Passenger, Luxury Motorcoaches, Restroom, PA System, Drive CAM, DVD, Wi-Fi, CD, Individual Overhead Climate Control, Individual reading lights, Overhead racks, Huge tinted picture windows, Individual Reclining Seats w/arm, head & foot rests, Large, weather-proofed undercarriage luggage compartments and kneeling coaches. ADA Coaches are available with advance notice of 72 hours. All ADA coaches accommodate 2 wheelchairs per coach. Each wheelchair requires the removal of seats. Therefore a 56 passenger ADA coach with 2 wheelchairs on board will leave 48 seats for additional passengers. Please be sure to adjust your seating arrangements accordingly as your seating capacity will reduce. All drivers have been trained extensively on ADA lift operation and boarding of ADA guests. We operate 43 coaches in our Mesa, AZ fleet. Our coaches are Prevost HE-45 models ranging from 2003- 2016 models. Our coaches currently average 6 years in age.

2.4.3.3 DVD

All motorcoaches are DVD equipped.

2.4.3.4 Backup/additional

We have the largest fleet in AZ and the ability to take on additional motors and staffing as needed.

SEE FOLLOWING PAGE FOR DETAILED EQUIPMENT LIST

UNIT#	YEAR	MAKE	PAX	DVD	VCR	DCAM	ADA	WIFI	DESCRIPTION	PAINT	STRIPES
467	2003	Prevost	56	Y	N	Y	Y	Y		WHITE	BLUE/BROWN
486	2003	Prevost	56	Y	Y	Y	N	N		WHITE	COPPER/BLUE
487	2003	Prevost	56	Y	Y	Y	N	N		WHITE	BLUE/RED
493	2005	Prevost	56	Y	Y	Y	Y	Y		BEIGE	MAROON/SILVER
494	2005	Prevost	56	Y	Y	Y	Y	Y		MINT GREEN	MAROON/BLUE
495	2005	Prevost	56	Y	Y	Y	Y	Y		SILVER/GRAY	GOLD/LT. SILVER
496	2005	Prevost	56	Y	Y	Y	Y	Y		BLUE	SILVER/DK. BLUE
498	2005	Prevost	56	Y	Y	Y	Y	N		WHITE	HARRAHS
499	2005	Prevost	56	Y	Y	Y	Y	N		WHITE	HARRAHS
500	2005	Prevost	56	Y	Y	Y	N	N		WHITE	GOLD/MAROON
508	2005	Prevost	56	Y	Y	Y	Y	Y		BEIGE	MAROON/SILVER
509	2005	Prevost	56	Y	N	Y	N	Y		BLUE	WHITE/DK BLUE
514	2006	Prevost	56	Y	N	Y	Y	N			HARRAHS
520	2007	Prevost	56	Y	N	Y	Y	Y		BLUE	RED/SILVER
521	2006	GCA	35	Y	N	Y	Y	N		WHITE	RED
525	2007	Prevost	56	Y	Y	Y	N	N		BEIGE	BLUE/RED
526	2007	Prevost	56	Y	Y	Y	Y	Y		BLUE	WHITE/RED
530/444	1999	Prevost	56	Y	Y	Y	N	N		WHITE	SILVER/BLACK
534	2006	Sprinter	12	N	N	Y	N	N		WHITE	SILVER AAA
535	2007	Prevost	56	Y	Y	Y	N	N	110 Volt Outlet	WHITE	BLUE/RED
541	2007	GCA	35	Y	N	Y	Y	Y		WHITE	
545	2008	Prevost	56	Y	N	Y	N	N		WHITE	RED/BLUE
565	2010	Prevost	56	Y	N	Y	N	Y	Seatbelts/110 Volt Outlet	ROYAL BLUE	SILVER/RED
566	2010	Prevost	56	Y	N	Y	N	Y	Seatbelts/110 Volt Outlet	WHITE	PLUM/SILVER
571	2012	Prevost	56	Y	N	Y	N	Y	Seatbelts/110 Volt Outlet	SILVER	LIGHT BLUE/DARK BLUE
572	2012	Prevost	56	Y	N	Y	N	Y	Seatbelts/110 Volt Outlet	WHITE	BLACK/RED
573	2012	Prevost	56	Y	N	Y	N	Y	Seatbelts/110 Volt Outlet	WHITE	MAROON/YELLOW
575	2006	ABC	31	Y	Y	N	N	N	Mini	WHITE	NO STRIPES
580	2009	Apollo	28	Y	N	N	Y	Y	Mini	WHITE	NO STRIPES
584	2005	Vanhool	57	Y	N	N	Y	Y		WHITE	ASU
594	2013	Prevost	52	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	WHITE	TAUCK
595	2013	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	BURGANDY	GOLD/SILVER
596	2013	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	CHAMPAGNE	BURGANDY/SLATE
597	2013	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	BURGANDY	SILVER/SLATE
598	2013	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	SILVER	RED/BLACK
600	2013	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	WHITE	BURGANDY/SLATE
601	2013	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	WHITE	TEAL/SILVER
605	2015	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	GREY	GREY
608	2007	Prevost	56	Y	N	Y	Y	Y	110 Volt Outlet	BLUE	SILVER/GREY
609	2008	Prevost	55	Y	N	Y	N	N	110 Volt Outlet	BLUE	BLUE/SILVER
610	2010	Prevost	56	Y	N	Y	Y	Y	110 Volt Outlet	BLUE	GREY/SILVER
611	2015	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	BLUE	WHITE/GRAY

**Buses 486 and up all have cupholders

TECHNICAL INFORMATION 141

DIMENSIONS AND WEIGHTS	H3-41	H3-45
Overall length (over bumpers)	41' 7" (12.7 m)	45' 8" (13.9 m)
Overall width	102" (2.59 m)	
Overall height (normal ride height)	146 1/4" (3.715 m)	
Wheelbase (center of front axle to center of drive axle)	267" (6.782 m)	316 1/2" (8.033 m)
Floor height from ground	63" (1.6 m)	
Ground clearance	11" (280 mm)	
Step height from ground	14" (356 mm)	
Step height (other steps)	7" (178 mm)	
Seats	48	56 - 58
Headroom	77" (1.956 m)	
Entrance door opening width	27" (686 mm)	
Front overhang	76" (1.93 m)	
Rear overhang	108 1/2" (2.757 m)	108 1/4" (2.749 m)
Front track	84.4" (2.145 m)	
Drive track	76.7" (1.949 m)	
Rear track (tag axle)	83.6" (2.124 m)	
Turning circle radius (I-beam axle)	40' 4" (12.3 m)	45' 7" (13.9 m)
Curb weight ¹	35,535 lbs (16,118 Kg)	36,585 lbs (16,600 Kg)
Gross Vehicle Weight Rating (G.V.W.R.) ²	52,060 lbs (23,665 kg)	
Front axle Gross Axle Weight Rating (G.A.W.R.)	16,500 lbs (7,500 kg)	
Drive axle G.A.W.R.	22,500 lbs (10,230 kg)	
Tag axle G.A.W.R.	14,000 lbs (6,365 kg)	

NOTE

Curb weight is given as an indication only and is subject to vary from coach to coach, mostly due to optional equipment.

The Gross Vehicle Weight Rating (G.V.W.R.) and the Gross Axle Weight Rating (G.A.W.R.) for front, drive and tag axles are listed on a

¹ Weight of a motor vehicle complete with body excluding the payload. Includes standard equipment, a full load of engine fuel, oil, and coolant and, if so equipped, air conditioning and the additional weight of any optional engine.

² Maximum weight specified by the manufacturer for a single vehicle. The gross vehicle weight rating is equivalent to the sum of the gross axle weights specified by the manufacturer under each wheels of the axles (front, drive & tag) of the vehicle.

certification plate located on the L.H. control panel in driver's section.

CAPACITIES	H3-41	H3-45
Engine oil (in crankcase)	41 US qts (39 l)	
Engine oil (in reserve tank)	8.4 US qts (8.0 l)	
Fuel tank (legal capacity equal to 95% of volume)	235 US gal. (890 l)	
Cooling system	24 US gal. (91 l)	
Allison transmission (does not include external circuit)	6 US gal. (23 l) 6.9 US gal. (26 l) with retarder	
ZF-Astronic automatic transmission	3 US gal. (11 l)	
Differential oil	5 US gal. (19 l)	
Power steering reservoir	4 US qts (3.7 l)	
A/C compressor oil	4.5 US qts (4.3 l)	
Windshield washer reservoir	5 US gal. (19 l)	
Refrigerant	26 lbs (11.8 kg)	

BAGGAGE COMPARTMENTS

Total volume (H3-45) 470 ft³
 Total volume (H3-41) 355 ft³
 Loading capacity 2500 lbs/comp.

FUEL TYPE

ASTM specification D-975
 Recommended grade 1-D
 Acceptable grade 2-D

WHEELS AND TIRES

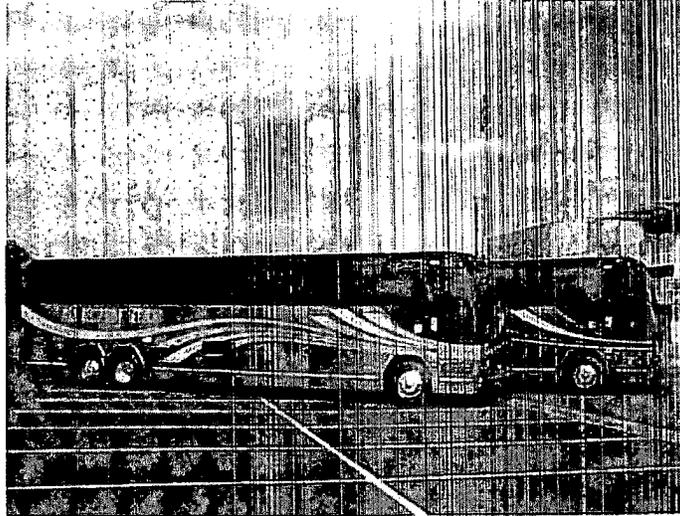
Steel wheels 9" X 22 1/2"
 Aluminum forged wheels 9" X 22 1/2"
 Tires 315/80 R 22.5 load range "L"

RECOMMENDED TIRE INFLATION PRESSURE AT MAXIMUM COLD LOAD

The recommended tire inflation pressures are given in the applicable documents supplied with the vehicle. In addition, cold tire inflation pressures are listed on the Department of Transport (DOT) certification plate, affixed on the wall behind the driver's seat. For special tire selection, a "PREVOST COACH SPECIAL SPECIFICATION" chart is supplied with the vehicle and is affixed next to the DOT

Fleet / Amenities / Features

All Aboard America! operates a very modern fleet. These manufacturers are our industry leaders, providing proven performance, the latest in safety, comfort and reliability, as well as being friendly to the environment. Additionally, we have worked with manufacturers in the testing of future models to be released in the US, meeting new and more stringent emission requirements.



The Arizona fleet consists of Prevost H3 45 models.

- Prevost is the leading North American manufacturer of premium touring coaches
- World class curb appeal and styling
- The largest luggage capacity
- Electronic stability program
- Fire suppression & tire monitoring system

All Aboard America! has been one of the most proactive private companies in the nation regarding ADA compliance, with almost 50% of our entire fleet being ADA Accessible.

Lancer Insurance Company has awarded our company their prestigious Gold Safety Award many times over the past several years and we recently renewed our 16 year partnership with them. Additionally, we have maintained a "1" rating (their highest) from Consolidated Safety Services who does an extensive audit of all military authorized carriers for the Department of Defense.

The following are examples of important safety practices preformed by All Aboard America!

- Driver training programs
- Organized driver screening and hiring process
- Regular scheduled preventative maintenance programs with "in house" facilities
- Proper insurance coverage, loss reviews and prevention analysis
- Our USDOT Number is: 27402

Insurance – See attached certificate for City of Glendale

The intrastate insurance requirement for services rendered in Arizona is only \$1,000,000 and \$5,000,000 for interstate services in the United States. All Aboard America! operates both intra and inter state services and provides coverage of \$5,000,000 and excess policy of \$5,000,000 for total vehicle liability coverage of \$10,000,000 per occurrence.

Motorcoach Operators

Our screening process for quality drivers starts with background checks, driving record review, drug screening and complete driver file creation, in accordance with USDOT written standards, and in some cases we exceed those standards. Assuming the applicant meets our standards, and after the initial hiring process is completed, training programs, road tests and other safety related topics are periodically covered with each driver.

Driver Training

All Aboard America strongly believes that one of the keys to success in this business is the effective training of its driving staff. For this reason, AAA invests the time, money and resources to provide a thorough grounding in all aspects of motor coach operation.

Operators undergo many different types of training, which is ongoing throughout their career. Initially, all operators undergo a two week, comprehensive program regardless of their previous experience. This course includes both classroom preparation as well as over the road driving in all classes of vehicles that the company operates. There is emphasis placed on customer service during this portion of the training process.

Associations

- International Motorcoach Group (IMG),
- United Motorcoach Association (UMA), www.uma.org
- National Tour Association (NTA), www.ntaonline.com
- Global Passenger Network (GPN), www.gpn.travel
- Better Business Bureau Accredited

Our President, Jack Wigley, recently served a two year term as Chairman of the Board of IMG and currently resides on the board as past chairman.

All Aboard America is the Proud recipient of the 2006 IMG Operator of the Year Award.

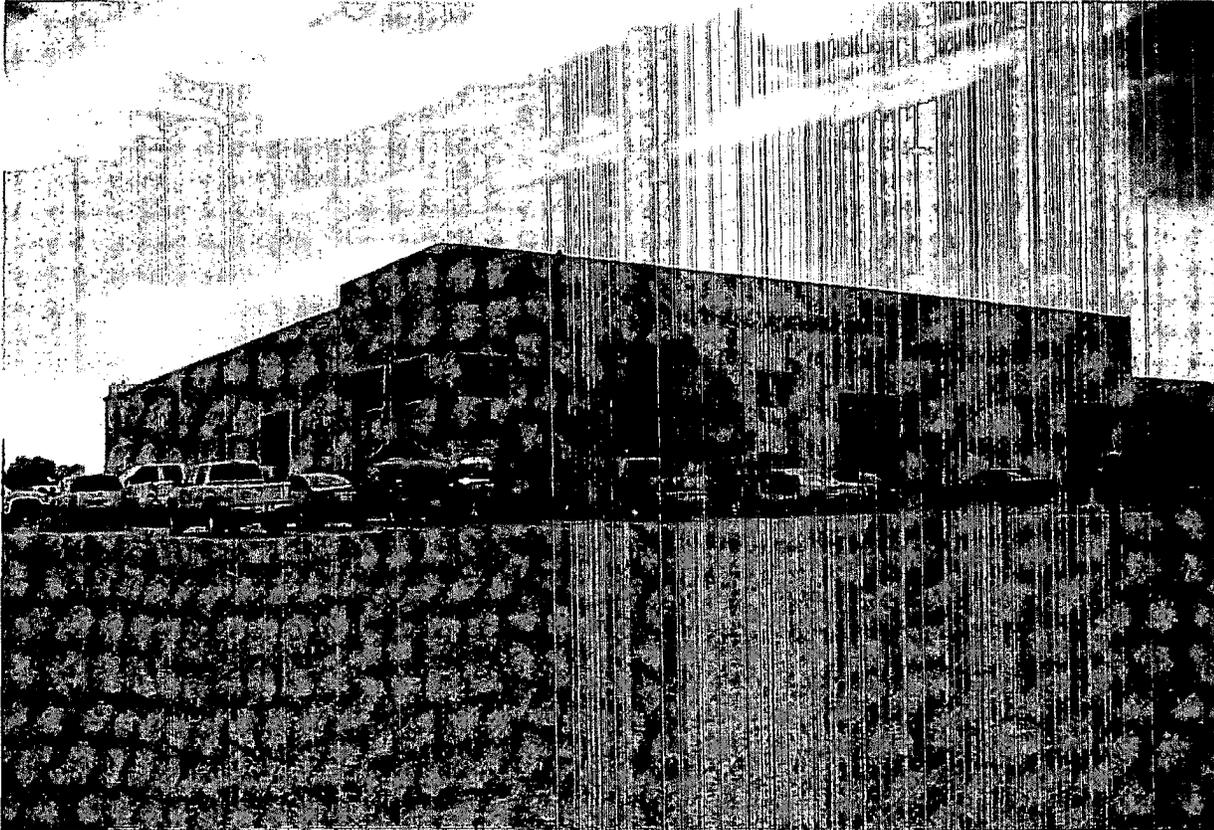
All Aboard America is the Proud recipient of The 2005 UMA Motorcoach Industry Achievement Award.

Invitation

We are more than happy to show you, in person, our facility and fleet along with the advantages and amenities at your convenience. Please accept this as an open invitation.

Facility

Our Arizona office and yard are located at: 230 S. Country Club Drive, Mesa AZ.

**Parking Fees**

All parking fees are paid for by the chartering party, unless otherwise noted in the contract.

Environmentally Friendly

All Aboard America! (AAA) is committed to protecting our environment and preserving our precious natural resources. We understand that it is a process of being "greener" and we are dedicated to the process and to promoting a workplace and lifestyle that ensures our environmental impact on the world around us is minimal and as positive as possible.

In the past few years AAA has integrated various practices of "greener" performance into our daily business routine. We support our vendors, team members, neighbors and local

merchants in their participation, good work and encouragement of others to do their part when possible. Our customers are immediately reducing their carbon footprint just by choosing to travel by motorcoach instead of by car or van. If a motorcoach has just 5 passengers on board, we are consuming less fuel and emitting less pollutants than they would in cars or vans. We offer peace of mind to our guests that they are doing business with an organization that has the environment in mind.

In the midst of this change in operating "greener" we are still educating ourselves as to how we can contribute in more ways. Every day we insist on the use of environmentally friendly cleaning products. Currently we use "The Good Earth" line of products which are biodegradable, toxin free, petroleum distillate free, VOC compliant and contain no ozone depleters. Other daily practices include smaller ways to be environmentally conscious such as our cleaning products, water saving coach washing equipment, Freon recovery/recycling equipment, recycling of coolant, antifreeze, waste oils, solvents, paint, office paper and much more. The purchase of our new equipment will include ozone friendly EPA compliant diesel engines that meet and exceed the 2010 emission standards.

All Aboard America! participates with the manufacturers in testing of the new clean-diesel engines that are already being used by AAA and by others in our industry today. In addition to the clean diesel, we also subscribe to our tire manufacturers recycle program. With our stringent maintenance program and our well trained staff of motorcoach operators in place we are able to keep our fleet in top shape for better fuel efficiency.

We are continually striving to be a stronger and more environmentally conscious company and will continue to do so for years to come. We hope that you continue to invest in us as we invest in you.

Summary

All Aboard America! combines our extensive history of passenger transportation with a current ability to offer unique transportation solutions. These solutions include creativity, flexibility and a willingness to create a true partnership with our customers. We promise you the very best in personal service from all of our staff and wonderfully cared for equipment. You will be completely satisfied with the professionalism as well as the courteous, personal and warm manner of our drivers.

EXHIBIT B
16-06
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The Contractor shall invoice per Section 5.5 of Exhibit A, Payment. The City of Glendale is not to exceed a total of \$130,000.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$130,000.

DETAILED PROJECT COMPENSATION

Refer to Exhibit A for price sheet

EXHIBIT C

16-06

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.