



City of Peoria, Arizona Request for Quotation



Invitation for Bid No: RFQ 09-01 Bid Due Date: August 21, 2008
 Materials and/or Services: Charter Bus Rentals Time: 5:00 P.M. AZ Time
 Contact: Lisa Houg, CPPB
 Location: City of Peoria, Materials Management Phone: (623) 773-7115
 Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345

This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and RFQ number on the outside of the return envelope.

Delivery Location: 8335 W. Jefferson, Peoria, AZ 85345 Buyer: Lisa Houg, CPPB

Vendor Quotation

Delivery shall be made NA Calendar days after receipt of order. Payment Terms: net 30

Company Name <u>Industrial Bus Lines DBA All Aboard America</u>	Address <u>2305. Country Club Dr.</u>	City <u>Mesa</u>	State <u>AZ</u>	Zip Code <u>85210</u>	Telephone <u>4802226940</u>
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[Signature] Leleigh Campise Sales Mgr 8/19/08
 Signature Typed Name Title Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:
[Signature]
 Mary Jo Kief, City Clerk

City of Peoria, Arizona. Eff. Date: 10/2/08
[Signature]

Approved by: J.P. de la Montagne, Community Services Director
 Ellen Von Ripper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

Awarded on 10/1/08

[Signature]
 Herman Koebergen, Materials Manager



A CON 53608
 Contract Number
 Official File

A CON 53608



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

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1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation.
2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.
3. **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.
4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.
6. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.
7. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.
8. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **New:** All items shall be new, unless otherwise stated in the specifications.
10. **Payment:** The City of Peoria will make every effort to process for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) days shall not be considered.
11. **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.



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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor 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, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements



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stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.



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19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.



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30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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Solicitation Number: Q09-01

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Charter Bus Rentals.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Quotation. Proposals shall be on 8 1/2" & 11" paper with the text on one side only.
10. **Interview Guidelines:** During the interview, which will be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on the behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
11. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.



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12. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Qualifications and Experience.
 - b. Safety Standards.
 - c. Cost Considerations.
 - d. Conformance to RFQ.
13. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
14. **Taxes:** Prices offered shall not include applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.
15. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one-hundred eighty (180) days. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
16. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
17. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
18. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.



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The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

19. **Required Insurance Coverage:**

a. **Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. **Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.



SPECIAL TERMS AND CONDITIONS

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Fax: (623) 773-7118

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

20. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

21. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

22. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors,



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officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

23. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
24. **Unifier Project Management System:** Awarded vendors may be required to utilize the City's Project Management System, Unifier, for the management of business processes and information regarding the awarded contract. Unifier is an on-line application and will be made available to awarded vendors at no additional charge. Vendors will utilize Unifier to submit and process information to the City such as: Field Change Order Requests, RFI's, Submittals, Payment Applications, Meeting Minutes, etc. Training will be offered to the vendors at no additional charge.
25. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.
- No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
26. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.



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Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

27. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
28. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
29. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
30. **Confidential Information:**
 - a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
31. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
32. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
33. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
34. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:



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- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.

35. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.



SCOPE OF WORK

Solicitation Number: Q09-01

Materials Management
Procurement

8314 West Cinnabar Street
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I. INTRODUCTION

The City of Peoria, Community Services Department requires Charter Bus Rentals for the Senior Adult and Teen Programs. The City anticipates utilizing approximately 30 charter bus rentals throughout the year for pre-scheduled Local, Day and Turnaround trips.

<u>Activity</u>	<u>Frequency</u>	<u>Duration</u>
Local Trips - Senior Adults	25/year	4-6 Hours
Day Trips - Senior Adults	5/year	10 Hours
Turnaround Trips – Teens	2/year	26 Hours

II. VENDOR REQUIREMENTS

1. The vendor must be licensed and insured to meet State and Federal Requirements for the type of buses they operate.
2. The vendor must employ Professional Operators that meet the requirements of the U.S. FMCSA.
3. Tipping will be at the discretion of the Group.
4. Senior Adult Trips must have available wheelchair accessible buses upon request, with reduced capacity limits.
5. No Charge for cancellation if provided within 48 hours of scheduled trip.

III. SUBMITTAL REQUIREMENTS

A. Proposal Content

The following items shall be addressed in the proposal submission:

1. Qualifications and Experience, include the following:
 - List experience of vendor, i.e., number of years in business and any other relevant information.
 - Provide Training, Certifications and Qualifications of Bus Operators.
2. Safety Standards, include the following:
 - Indicate compliance with State and Federal Requirements.
 - Provide overview of Safety Training Program.
 - Provide Bus Breakdown Plan.
3. Cost Considerations, include the following:
 - Complete attached Price Sheet.
 - Indicate description explaining any additional charges that may apply.



SCOPE OF WORK

Materials Management Procurement

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B. Evaluation Criteria

1. Qualifications and Experience
2. Safety Standards
3. Cost Considerations
4. Conformance to RFQ

C. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and three (3) copies and shall be delivered to:
City of Peoria
Materials Management
8314 W. Cinnabar
Peoria, AZ 85345

The proposal shall be due no later than 5:00 p.m. on August 21, 2008.

All questions regarding the proposal should be directed to Lisa Houg at Lisa.Houg@peoriaaz.gov



PRICE SHEET

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: Q09-01

Company Name:

Item	Description of Services	29 21/23 Passenger	N/A 33 Passenger	48 47 Passenger	55 Passenger 56
A. LOCAL TRIPS (4 Hours)					
1.	Four (4) Hour Minimum	\$348.00	\$	\$468.00	\$530.00
2.	Each Additional Hour	\$80.00	\$	\$91.00	\$103.00
*we do not take our 29 coach on over the road trips					
B. DAY TRIPS (10 Hours)					
1.	Biosphere	\$	\$	\$909.00	\$1038.00
2.	Clarksdale Train	\$	\$	\$909.00	\$1038.00
3.	Flagstaff	\$	\$	\$1056.00	\$1204.00
4.	Grand Canyon	\$	\$	\$1959.00	\$2242.00
5.	Kartchner Caverns	\$	\$	\$1215.00	\$1392.00
6.	Nogales	\$	\$	\$1316.00	\$1505.00
7.	Prescott/Payson	\$	\$	\$726.00*	\$826.00*
8.	Tucson	\$	\$	\$832.00*	\$956.00*
9.	Williams Train	\$	\$	\$1280.00	\$1469.00
10.	Sedona/Oak Creek	\$	\$	\$844.00*	\$968.00*
11.	Sedona	\$	\$	\$844.00	\$968.00
12.	Each Additional Hour	\$	\$	\$	\$
C. TURNAROUND TRIPS (26 Hours)					
1.	Los Angeles, CA (Magic Mountain)	\$	\$	\$3139.00	\$3540.00
2.	San Diego, CA (Sea World)	\$	\$	\$2903.00	\$3345.00
3.	Each Additional Hour	\$	\$	\$	\$
D. LIST ADDITIONAL CHARGES THAT MAY APPLY:					
1.	Mileage Rate (if any)	\$ 48- 3.03 / 56- 3.46			
2.	Driver Accommodations	\$ Group responsible			
3.	Relief Driver Charges	\$ Varies per trip			
4.	Fuel Surcharge (provide description and percentage required)				
Fuel Surcharge is already included.					

*These are priced as one way transfers.

The price for a day trip would be:
48 pax - \$909.00
56 pax - \$1038.00



QUESTIONNAIRE

Materials Management
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Solicitation Number: Q09-01

Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: Transportation Inc.
Contact: Don Desmond email: ddesmond@transincaz.com
Address: 72 S. Nevada Way
Gilbert, AZ 85233
Phone: 480-820-0230

2. Company: Carey Meetings & Events
Contact: Brian Wickersham email: brian.wickersham@carey.com
Address: 1610 Mt. Vernon Ave
Alexandria, VA 22301
Phone: 847-561-1857

3. Company: Epic International
Contact: Mary Vanderbeck email: mvanderbeck@epicintl.net
Address: 4150 N. Drinkwater Blvd St #105
Scottsdale, AZ 85251
Phone: 602-509-9697



QUESTIONNAIRE

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Bidders are to indicate below any exceptions they have taken to the Specifications:



QUESTIONNAIRE

Materials Management
Procurement

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8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118



Attach a copy of your Business License to your bid submittal.

Tax and Licensing
P.O. Box 1466
Mesa Arizona 85211-1466



**CITY OF
MESA**

Great People, Quality Service!

00203404

PRIVILEGE LICENSE NO.
NON-TRANSFERABLE

DATE ISSUED
8/3/2001

TRANSACTION PRIVILEGE (SALES) TAX LICENSE

This Privilege License shall be valid until request for cancellation and/or surrender of the license by the licensee or expiration through cessation by the licensee of the business for which it was issued.

This license is subject to the provisions of Title 5 (Business Regulations) and Title 11 (Zoning Regulations) of the Mesa City Code.

POST THIS LICENSE IN A CONSPICUOUS PLACE

BUSINESS OF
LOCATED AT **INDUSTRIAL BUS LINES INC.
230 S COUNTRY CLUB DR
MESA, AZ 85210-1248**

ISSUED TO **INDUSTRIAL BUS LINES INC
230 S COUNTRY CLUB DR
MESA, AZ 85210-1248**

ISSUED BY **Donald D. Ayers**
Tax & Licensing Director



QUESTIONNAIRE

Materials Management
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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.



August 19, 2008

To: City of Peoria
Attn: Lisa Houg, CPPB
8314 W. Cinnabar Avenue
Peoria, AZ 85345

From: Lesleigh Campise Sales Manager
All Aboard America!
480-222-6940 x 129

Bid: RGQ 09-01

Date of service: Pricing valid through 12/31/09

Vehicles : 48 & 56 Passenger Luxury Motorcoaches, Restroom, PA System, VCR, DVD, CD, Climate Control, Drive Cam, Individual reading lights, Overhead racks, Huge tinted picture windows, Individual Reclining Seats w/arm, head & foot rests, Large, weather-proofed luggage compartments, Heavy duty shocks for a smooth ride.

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.

Currently, we have both 48 (5-available) and 56 (17-available) passenger motorcoaches available during the dates of your program.

Our coaches are mainly Prevost and range in year from 1995- 2008 models.

Prices are based per coach.

Price: *See Price Sheet Attached (Page 17)
****All prices are based on the Phoenix Metro Area****

Additional information requested:

AAA charges at spot time/location. We start our spot times for airport arrivals 30 minutes prior to the arrival time of the flight in case flights arrive early, your clients will not be waiting for the coach to arrive. There are additional charges for luggage handling fees of 15% for ALL airport transfers. Please note that driver gratuities are not included in the rates and are left the clients discretion.

All Aboard America! is a transportation company. We do not have Meet and greet staff but do have companies that we subcontract to for additional costs.

Meet & Greet Staff: \$33.00per hour (4 hour min).

Drivers are well trained in customer service and safety. Our drivers are uniformed and are held to very high standards of service for our clients. All drivers are prepared for their transportation with both maps & signs for each trip that they do. Your group will recognize the coach to board by the sign in the coach window referencing their group name. AAA does not allow magnetic signage to be placed on the coach doors or side panels.

We are a family owned business and have been in business since 1937. We are financially stable and can provide financial information and insurance information upon official request. Additional references would be;

Linda & Al Wendler, National Garden Railway Convention wendlerngrc@earthlink.com

Don Desmond, Transportation Inc. 480-820-0230 ddesmond@transincaz.com

Brian Wickersham, Carey Meetings & Events 847-561-1857

Navaz Ghaswala, Forever Living 480-998-8888 nghaswala@foreverliving.com

We promise you the very best in personal service from all of our staff and wonderfully cared for, equipment. We have a state of the art maintenance facility and intend that you would be completely satisfied with the professionalism as well as the courteous, personal and warm manner of our drivers. We always do our best to honor driver requests.

Availability of Services:

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 and emergency maintenance service on call everyday.

Our dispatchers 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 enables us to cover our own situations before having to look to outside vendors for assistance. If ever we need to ask for assistance from another transportation company, we assure you that we only work with companies that provide the same standards in safety, maintenance, equipment and customer service to assure the quality that we committed to you. (A list of companies is available upon

request.) 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 Friday 8:00 AM to 5:00PM or via our on call service any time after hours Monday through Sunday.

Communication:

Drivers can be reached throughout the program via Nextel direct connect radio communication devices and cell phones.

Deposits/Payments:

Payments due thirty days after service is complete.

Key Team Members:

Lesleigh Campise	Sales Manager	Lesleigh@allboardamerica.com
Karin DiCarlo	Sales Assistant Manager	Karin@allboardamerica.com
Gerry Mauro	Operations Manager	Gerry@allboardamerica.com

The above staff has on average 10 years experience in the industry and has handled many programs with anywhere from 50 – 5000 attendees. All Aboard America! is experienced with multi-bus moves and has a operational staff in place that can assure that your program will be handled with experience and professionalism. In addition All Aboard America! will list you as additional insured if you so desire and can provide all documents necessary for proof of licensing and insurance coverage's.

If you have any questions or concerns please contact our office. We are happy to assist you.

We go the extra mile for you!

Lesleigh Campise
Sales Manager
All Aboard America!
230 S. Country Club Drive
Mesa, AZ 85210
Phone (direct) 480-222-6940
Fax 480-222-6961
Cell 480-212-2302
lesleigh@allboardamerica.com

Proud recipient of the 2006 IMG Operator of the Year Award and 2005 UMA Motorcoach Industry Achievement Award

Follow up information for City of Peoria Charter Bus Rental RFP

9/12/08

Contact information:

All Aboard America!
230 S. Country Club Dr.
Mesa, AZ 85210-1248

Contact: Lisa Chafin

lisa@allboardamerica.com

ph- 480-222-6940

fx- 480-222-6961

All Aboard America! has a local fleet of approximately 30 coaches and its own maintenance facility and cleaning crew. We maintain the equipment regularly and the coaches are cleaned daily upon returning to the yard. We take much pride in both the appearance of our coaches and the operation and quality of their performance.

- **ONE WAY TRANSFER:** This is not a round trip with return trip included. For example if you were going to camp and you went on a Friday and wanted to be pickup up on Sunday, Friday would be a one way transfer and Sunday would be a one way transfer.
- **DAY TRIP:** Day trip refers to a trip outside of the Phoenix Metro area or the State of Arizona where mileage/hours would not apply when pricing.

All other items requested have been included with this information. Please see following pages.



August 19, 2008

City of Peoria, Arizona
Attn: Lisa Houg, CPPB
8314 W. Cinnabar Avenue
Peoria, AZ 85345

Dear Lisa,

Welcome to the Arizona Division of All Aboard America! We are the Southwest's premier one stop charter and tour operator specializing in all aspects of the motorcoach industry.

Whether you plan to charter the coach only, or need assistance in the overall planning of your trip, All Aboard America! is there to provide solutions to all your travel needs.

We provide the following services to our customers:

- **CHARTER SERVICES** – 29 - 56 passenger motorcoach charters
- **PARK AND RIDE SERVICES** - Phoenix area commuter services from outlying areas to downtown Phoenix
- **MAINTENANCE SERVICES** - In addition to properly maintaining our own vehicles, we also repair and service other companies' motorcoaches, entertainer coaches and coach motorhomes.
- **GATEWAY CITIES SERVED: All Arizona, Las Vegas, Los Angeles**

ALL ABOARD AMERICA!

230 S Country Club Drive ♦ Mesa, AZ 85210

Phone: 480-222-6940 Fax: 480-222-6961

www.allboardamerica.com



HISTORY

Welcome to All Aboard America! the Southwest's premier one stop charter and tour operator specializing in all aspects of the motorcoach industry. We are proud to be nearing our 75th year in business serving the public as a family owned business!

Our parent company, Industrial Bus Lines, Inc. (originally known as Potash Mines Transportation) was started in 1936 by Henry Page providing transportation for potash miners to and from their jobsites in Southeast New Mexico. Some of the original "buses" were actually trailers pulled by trucks. The heating systems were "pot belly" stoves with smoke stacks through the roof of the trailers. Many wives were quite upset when their husbands got off the "buses" on Friday and had lost their entire weeks cash pay on the trip home, gambling with their fellow passengers!

The second generation was headed by Jack L. Wigley and Coradene Autry (Henry's daughter). During this era, the company expanded the potash mining operations business and started a new division in West Texas and Arizona. Jack L. formed Industrial Bus Lines, Inc. to service this new expansion opportunity. In 1971 Jack L. combined the companies into Industrial Bus Lines, Inc. as its primary business was to various industrial plants. At its peak, these services operated over 50 buses in Southeast New Mexico and West Texas.

The current generation is headed by Jack D Wigley (Jack and Coradene's son). With a depressed mining industry and the deregulation of the bus industry in the early 1980's, Jack D. had a vision of moving into other aspects of the motorcoach business, including charters, tours and line run services. In 1983, a new division was created in Midland/Odessa, Texas, operating this newly available type business offering charter services to area schools, churches and universities. Along with the charter business, we began daily "Greyhound" type line runs to San Angelo and Presidio Texas. The Presidio route still operates today.

In 1989, the company purchased an existing motorcoach operator in Phoenix and expanded the services into tours with the acquisition of a local tour operation. It became apparent, that the official company name of Industrial Bus Lines, Inc. was



not a fit and a company wide "contest" was held to create a new name and identity for the growing company. The name All Aboard America! (proposed by Jack's daughter Adrian) was selected to better fit our current operations.

With continued growth in 1996, All Aboard America! purchased an existing operator in Las Cruces, NM and moved it across the state line to El Paso, TX where it provides charter and contract services.

In 2003, our latest division was formed in Santa Fe, NM. Bringing our company back to its home state! This operation is under contract and provides over 70 daily routes for commuters and residents of North Central New Mexico and provides for a new growth potential.

Over the many years, the company has always remained family owned with many family members being active in the business. Although not active in day to day operations, Pam Wigley Gough serves as Secretary Treasurer currently and Coradene and Jack L. still work on a limited basis. More importantly, we have many long term employees in the past and today. We have had several 40+ year employees and currently have many with over 10 years tenure. We are very proud that we have such an experienced team of dedicated professionals to serve our customer's way into the future!

OUR MISSION

"Our family of employees is dedicated to our valued customers, providing a travel experience that will exceed accepted standards through safety, value and trust."



SAFETY, SERVICE AND ATTITUDE set us apart from our competitors!

Here at All Aboard America! we have found that to be successful in this industry, you have to be diverse! We offer the following services to our wide customer base:

SERVICES

CHARTER SERVICE

All Aboard America! proudly operates 29 – 56 passenger, mini and full size motorcoaches in local and nationwide charter services. We also travel in Canada and Mexico. Whatever your need may be, wherever you may desire to go, we are there for you.

TOUR SERVICE

All Aboard America! has a full in-house tour department with scheduled and custom departures that will certainly cover your or your groups need. From chartering the coach, to having your itinerary put together and packaged for you on a per person basis, we are there to assist you.

CONTRACT SERVICES

All Aboard America! provides contracted services for commuters, corporate state and federal government entities. We pride ourselves in our knowledge and ability to assist you in efficient solutions to any special need.

MAINTENANCE SERVICES

Our shops are known to provide quality motorcoach repair services to other companies motorcoaches in our areas. Our Arizona division also does body and paint services and has quite a following of the entertainer motorcoach industry.

ENTERTAINER/SLEEPER COACHES

Did you know that we are involved in the entertainment industry? We lease customized vehicles to entertainers.



"SAFETY IS ALWAYS IN THE DRIVERS SEAT"

For nearly 70 years, All Aboard America! has operated with Safety as our top priority!

SAFETY AWARDS AND RATINGS:

All Aboard America! has the following safety performance awards:

- "1" (their highest) rating by Consolidated Safety Services who performs safety audits of all companies authorized by the US Military for transportation services.
- "Satisfactory" USDOT rating (their highest)
- Numerous "Safety Excellence" awards by Lancer Insurance Company

We know you are looking for a company who will provide quality oriented service to your group with confidence, comfort and peace of mind (That service is not always the least expensive company you may find). Safety programs and full maintenance facilities cost money, but the alternative may be priceless. Divide the difference in total cost by the number of passengers and you will see that the cost of quality may be very small.

Important safety practices preformed by All Aboard America!:

- Driver training programs
- Organized driver screening and hiring process
- Regular scheduled maintenance programs with "in house" facilities
- Modern fleets
- Proper insurance coverage, loss reviews and prevention analysis

Motorcoach Operators

Quality driven driver training and screening processes start with background checks, driving record review, drug screening and complete driver file creation in accordance with USDOT written standards. After the initial hiring process is completed, training programs, road tests and other safety related topics are periodically covered with each driver.

Motorcoaches

All Aboard America! operates a very modern fleet of Prevost (majority), Van Hool and MCI motorcoaches. These manufacturers are our industry leaders, providing proven performance and the latest in safety and comfort. Additionally, they have service representatives who periodically come to our facility to assist with product issues we may be experiencing.



Maintenance

A quality maintenance program begins with a "in house" facility and quality oriented, trained maintenance professionals who are dedicated to their profession. Proper spare parts inventories are necessary to ensure parts are available to correct vehicle deficiencies.

All of our locations are "in house" maintenance, with factory and other special training for our maintenance staff. Training includes climate control systems, drive train, electrical, suspension, air and brake systems, as well as interior comfort features. They are also trained in performing routine maintenance checks and service functions.

Driver Training

We conduct a comprehensive orientation and training program for all incoming Motor Coach Operators, regardless of prior experience. The program consists of two parts: classroom and over the road training. The classroom portion typically lasts between three to five days, depending on the individual's experience. It covers a full orientation to All Aboard America and all topics normally included in CDL training such as federal regulations, hours of service, ADA Compliance, pre trip/post trip examinations, defensive driving technique, etc. The over the road training consists of actual driving of all four types of All Aboard America equipment and includes both city driving as well as freeway experiences. This portion of the course typically lasts several days. Attempts are made to include in this portion adverse weather situations, mountain driving, night driving and close quarter maneuvering.



We are committed to being "Environmentally Friendly".

DISPOSAL

Waste oil

Tires

Batteries

Oil/fuel filters

Waste Solvents/Paint

SUPPLIES/EQUIPMENT

2007 engine emissions cost increase of \$20k per unit

2007 engine additional maintenance expense and particulate trap cleaning costs

Recycled antifreeze

Freon recovery/recycling equipment

Water saving coach washing equipment

Purchasing more environmentally friendly cleaning and shop chemicals

Increased cost of environmental fees from our vendors (Fed X, Office Depot, Freightliner, etc)

We pass on a minimal fee to assist in covering the ever increasing cost environmental fees and of being environmental conscientious.

ALL ABOARD AMERICA! MCO SELECTION, TRAINING and RETENTION

Motor Coach Operators hired by All Aboard America are a select few who have met the high standards set by the management of this company. Over the course of some 72 years of existence, AAA has consistently maintained both a number "1" rating with the United States Department of Defense and a "satisfactory" rating with the US Department of Transportation. These ratings are the highest attainable and are, in great part, due to the experience and professionalism of our operators.

MCO SELECTION

Roughly one in twenty applicants is chosen to represent the AAA team. To be considered for employment, an applicant must be fully qualified under the criteria set forth in Section 391 of the Federal Motor Carrier Safety Regulations. This section, among others, sets forth the minimum standard for commercial drivers with regard to age, background, skills and physical abilities.

In addition to the minimum criteria above, AAA insists upon a minimum of 3 years commercial driving experience, at least one of those years being in a motor coach or school bus. AAA conducts a thorough previous employment check which includes driving and equipment experience, accident history, controlled substance/alcohol testing and general work habits and ethics. A two stage interview process is employed to discover as much information as possible concerning each candidate. Customer service skills and a "can do" attitude are traits specifically sought.

After a negative pre-employment drug and alcohol result is obtained, the candidate undergoes a rigorous road test under the supervision of the safety department. This test takes from 2 to 3 hours and covers up to 100 miles of city and over the road driving. The road test is specifically designed to expose the candidate to the challenges that we face on a daily basis. Speed control, following distance and space management are checked throughout the experience. The candidate must demonstrate the road courtesy and patience as is expected of a professional driver.

MCO TRAINING

Regardless of the amount of previous experience or training an operator has received from other sources, he or she is required to undergo a standardized program, developed and administered by the AAA Safety Department. The program is approximately 40 hours of combined classroom and over the road driving instruction.

The classroom portion reviews topics regulated by the many governmental agencies that oversee the motor coach industry, such as hours of service, controlled substances, the Americans with Disabilities Act and OSHA to name a few. In connection with those regulations, a comprehensive examination of the policies and procedures of AAA is undertaken. Extensive documentation of this portion is provided to the new employee as evidenced by the handbook of Federal Motor Carrier Safety Regulations, the General Policy Manual and Conditions of Employment of AAA, and the written Company Policy on Alcohol and Controlled Substances among others.

All Aboard America operates Van Hool and two different styles of Prevost motor coaches, as well as other support vehicles of various sizes. Each new operator is given instruction as to the operation and features of each of the vehicles in the fleet. Each day of the Over the Road portion of training, the operator is required to perform a complete pre trip and post trip inspection of the vehicle selected for that day. Specialized familiarization is provided for specific safety features, audio/visual systems, ADA lift equipment, and the different power train/transmission combinations.

Each day, a different route is taken to give the individual a knowledge base of the Phoenix Metropolitan area, with specific instruction on airport operations, the downtown area, hotel and resort areas, sporting facilities and other local attractions. Where feasible, mountain driving, night driving, close quarter maneuvering and adverse weather situations are included.

Specialized courses are mandated throughout the year covering topics such as Crisis Management, ADA Equipment and procedures, in climate weather operation including snow chains, map reading and extended tour operations. Safety meetings are scheduled regularly throughout the year for the dissemination of information critical to the MCO position.

All Aboard America is a member of the International Motor Coach Group, an association of companies whose goal is to raise the standard of motor coach services nationwide. AAA provides the IMG certification course as additional training to its operators.

MCO RETENTION

All Aboard America is proud to state that it experiences a very low driver turnover rate. As a result of the extensive training that each operator undergoes, everyone knows what is expected of their job performance. The company maintains an “open door” policy and actively encourages operators to consult other staff to resolve questions before encountering problems. All company management staff is provided cell phones so that operators and clients have instant problem resolution capability.

AAA employs a progressive discipline system. In the event of a problem, it is our belief that retraining is the most effective tool to prevent a reoccurrence of the problem in the future. If issues arise, all departments share the responsibility of coming to a satisfactory resolution for the client, the company and the employee. All operators are enrolled in the Bonus Incentive program where they earn extra income for outstanding performance. This program is very effective in reducing accidents, customer service issues or other policy violations.

The company is committed to safety. Unsafe driving practices are investigated promptly and corrected immediately. All revenue vehicles in the fleet are equipped with the Drive Cam system which is an excellent training tool for discovering driving issues.



PERSONNEL AND
READINESS

OFFICE OF THE UNDER SECRETARY OF DEFENSE

4000 DEFENSE PENTAGON
WASHINGTON, D.C. 20301-4000

26 MAR 2008

Mr. Charles Altizer
Industrial Bus Lines, Inc.
D/B/A All Aboard America
230 S. Country Club Drive
Mesa, Arizona 85210

Dear Mr. Altizer:

Congratulations on your outstanding performance. You received a top rating of "1" on your Standards of Service and Safety Inspection conducted by our safety contractor, Consolidated Safety Services, Inc., on January 5, 2008.

Your rating of "1" indicates All Aboard America is doing an outstanding job maintaining compliance with both the *Military Bus Agreement* and the *Federal Motor Carrier Safety Regulation*. We commend the performance of you and your employees and look forward to continuing our partnership to provide the best service and safest transportation support for Department of Defense travelers.

Sincerely,

Paul Joyce
Chief, Commercial Travel Division
Defense Travel Management Office



U.S. Department of
Transportation
Federal Motor
Carrier Safety
Administration

400 Seventh St., S.W.
Washington, D.C. 20590

October 20, 2006

In reply refer to:
Your USDOT No.: 27402
Review No.: 507389/CR

CHARLES A. ALTIZER
SAFETY DIRECTOR
INDUSTRIAL BUS LINES INC
ALL ABOARD AMERICA
230 S COUNTRY CLUB DR
MESA AZ 85210

Dear CHARLES A. ALTIZER:

The motor carrier safety rating for your company is:

SATISFACTORY

This SATISFACTORY rating is the result of a review and evaluation of your safety fitness completed on October 19, 2006. A SATISFACTORY rating indicates that your company has adequate safety management controls in place to meet the safety fitness standard prescribed in 49 C.F.R. 382.5.

Please assure yourself that any specific deficiencies identified in the review report have been corrected. We appreciate your efforts toward promoting motor carrier safety throughout your company. If you have questions or require further information, please contact:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
400 EAST VAN BUREN ST. RM# 401
PHOENIX, AZ 85004
Telephone No.: 602-379-6851



Charles A. Horan, III
Director, Office of Enforcement and
Compliance

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

C-15.1

NO. MC 133171*

SERVICE DATE
MAY 24, 1972

INDUSTRIAL BUS LINES, INC.
(302 SOUTH CANYON,
CARLSBAD, NEW MEXICO 88220

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 24th day
of May, 1972.

AFTER DUE INVESTIGATION, It appearing that the above-
named carrier has complied with all applicable provisions
of the Interstate Commerce Act, and the requirements, rules,
and regulations prescribed thereunder, and, therefore, is
entitled to receive authority from this Commission to engage
in transportation in interstate or foreign commerce as a
motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is
hereby, granted this Certificate of Public Convenience and
Necessity as evidence of the authority of the holder to
engage in transportation in interstate or foreign commerce
as a common carrier by motor vehicle; subject, however, to
such terms, conditions, and limitations as are now, or may
hereafter be, attached to the exercise of the privileges
herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this
certificate that the holder thereof shall render reasonably
continuous and adequate service to the public in pursuance
of the authority herein granted, and that failure so to do
shall constitute sufficient grounds for suspension, change,
or revocation of this certificate.

IT IS FURTHER ORDERED, That the transportation service
to be performed by the said carrier in interstate or foreign
commerce shall be as specified below:

REGULAR ROUTES:

Passengers and express in the same vehicle with
passengers,

Between Carlsbad, N. Mex., and the facilities of the
Duval Sulphur and Potash Company in Culberson County,
Tex., serving the intermediate points of Loving
and Malaga, N. Mex., and Orla, Tex.;

5010
JouCE
AEEOT
Pr-Biquereg-R
766-2201

From Carlsbad over U. S. Highway 285 to Orla, Tex., thence over unnumbered roads to the facilities of the Duval Sulphur and Potash Company, and return over the same route.

RESTRICTION: The operations authorized herein are restricted to the transportation of passengers originating at or destined to the above-named facilities of the Duval Sulphur and Potash Company in Culberson County, Tex.

The above-described authority to transport passengers was issued pursuant to an application filed after January 1, 1967, and, therefore, no incidental charter operations in interstate or foreign commerce are authorized by section 208(c) of the Interstate Commerce Act, as amended November 10, 1966.

AND IT IS FURTHER ORDERED, That this certificate shall supersede Certificate No. MC 133171 issued April 29, 1969, as corrected, in the name of Potash Mines Transportation Company, Inc., as amended by order dated February 1, 1972, and that said certificate be, and it is hereby, canceled.

By the Commission, division 1.

ROBERT L. OSWALD,
Secretary

(SEAL)

*This certificate embraces the operating rights in the corrected certificate superseded and canceled in the last ordering paragraph above, and is issued to reflect the change in carrier's corporate name.

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

RECEIVED

MC-133171 (Sub-No. 2)

SERVICE DATE

JUL 1 1984
COMMUNITY DEVELOPMENT F.C.

INDUSTRIAL BUS LINES, INC.
CARLSBAD, NM

JUL 1 198

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043), the designation of agents upon whom process may be served (49 CFR 1044), and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission.

Agatha L. Mergenovich
Secretary

(SEAL)

Note: If there are any discrepancies regarding this document please notify the Commission within 30 days.

MC-153171 (Sub-No. 2)
Sheet 2

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting passengers, in charter and special operations, between points in the United States (except Hawaii).

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

MC-133171 Sub 3(A)*

INDUSTRIAL BUS LINES, INC.
CARLSBAD, NEW MEXICO

SERVICE DA

FEB 28 198

RECEIVED

INDUSTRIAL BUS LINES, INC.

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043), the designation of agents upon whom process may be served (49 CFR 1044), and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission.

James H. Bayne
Acting Secretary

(SEAL)

Note: If there are any discrepancies regarding this document please notify the Commission within 30 days.

NOTE: Applicant is authorized to provide regular route transportation in intrastate commerce and also must comply with requirements at 49 U.S.C. 10922 (c) (2) (E).

To operate as a common carrier, by motor vehicle, in interstate, intrastate, or foreign commerce, over regular routes, transporting passengers, (1) between Midland, TX, and San Angelo, TX, from Midland, TX over Texas Highway 158 to junction U.S. Highway 87 near Sterling City, TX, then over U.S. Highway 87 to San Angelo, TX and return over the same route, (2) between Midland, TX and Odessa, TX, (a) over U.S. Highway 80 and (b) over Interstate Highway 20, and (3) between Odessa, TX and Presidio, TX, from Odessa, TX over U.S. Highway 385 to junction U.S. Highway 57 at McCamey, TX, then over U.S. Highway 67 to Presidio, TX, and return over the same route, serving all intermediate points in (1) through (3) above.

INTERSTATE COMMERCE COMMISSION
 CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

RECEIVED

MC-133171 Sub 3(B)

SERVICE DATE

INDUSTRIAL BUS LINES, INC.
 CARLSBAD, NEW MEXICO

FEB 28 1984

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043), the designation of agents upon whom process may be served (49 CFR 1044), and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission.

(SEAL)

James H. Bayne
 Acting Secretary

Note: If there are any discrepancies regarding this document please notify the Commission within 30 days.



CONTRACT AMENDMENT

Materials Management

Procurement

8314 W. Cinnabar Ave.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: RFQ 09-01
Description: Charter Bus Rentals
Amendment No: One (1)

Page 1 of 2

Date: 7/20/09

Buyer: Lisa Houg

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 10/01/09 to 09/30/10.**
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Lesleigh Campise
Signature

Date

Lesleigh Campise

Typed Name and Title

Industrial Bus Lines
dba All Aboard America

Company Name

2305 S. Country Club Dr.

Address

Mesa

City

AZ

State

85210

Zip Code

Attested by:

Mary Jo Kief
Mary Jo Kief, City Clerk

Sonja Haldeman
Sonja Haldeman, Recreation Coordinator/Seniors

J.P. de la Montaigne
J.P. de la Montaigne, Community Services Director



City Seal

CC Number

ACON53608A

Contract Number:

Official File

Stephen M. Kemp
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
September 9, 09 at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager

A CON 53608A

A CON 53608A



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: RFQ 09-01
Description: Charter Bus Rentals
Amendment No: One (1)

Page 2 of 2
Date: 7/20/09

Buyer: Lisa Houg

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

19. RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

32. PUBLIC RECORD: All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: RFQ 09-01

Page 1 of 1

Description: Charter Bus Rentals

Amendment No: Three (3) Date: 7/12/2011

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 09/30/11.

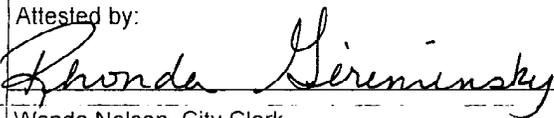
THE NEW CONTRACT TERM:

Contract Term: 10/01/11 to 09/30/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

 Signature	8/2/11 Date	Lesleigh Campise Typed Name and Title	Industrial Bus Lines dba All Aboard America Company Name
2305 S. Country Club Dr. Address	Mesa City	AZ State	85210 Zip Code

Attested by:



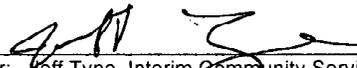
Wanda Nelson, City Clerk

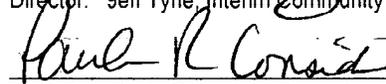


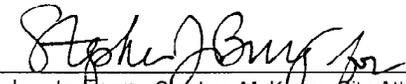
City Seal

(Rev 02/11/10)

CC Number
ACON53608C
Contract Number:
Official File


Director: Jeff Tyne, Interim Community Services Director


Dept Rep: Paula Considine, Recreation Supervisor/Senior/Adaptive


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

August 9, 2011, at Peoria, Arizona.


Dan Zenko, Materials Management Supervisor

A CON 53608C



CONTRACT AMENDMENT

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: RFQ 09-01 Page 1 of 1
Description: Charter Bus Rentals
Amendment No: Four (4) Date: 9/11/2012

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 09/30/12.

THE NEW CONTRACT TERM: 10/01/12 to 09/30/13

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

[Signature]
Signature

9/11/12
Date

Lesleigh Campise
Typed Name and Title

Industrial Bus Lines dba All Aboard
America
Company Name

230 ~~X~~ S. Country Club Dr.
Address

Mesa
City

AZ
State

85210
Zip Code

Attested by:

[Signature]
for
City Clerk

[Signature]
Director: John R. Sefton Jr., Community Services Director

[Signature]
Dept Rep: Paula Considine, Recreation Supervisor/Senior/Adaptive

CC Number

ACON53608D

Contract Number:

Official File

[Signature]
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

Sept. 25, 2012, at Peoria, Arizona.

[Signature]
Dan Zenko, Materials Management Supervisor



City Seal

(Rev 02/11/10)

A CON 53608D