



North Carolina
Department of Administration

Pat McCrory, Governor
Bill Daughtride, Jr., Secretary

Division of Purchase and Contract
William Sam Byassee, State Purchasing Officer

MEMORANDUM

DATE: August 21, 2013
TO: Sunde McCann
Purchasing Agent, Public Safety
FROM: Kimberly Williams *KN*
State Procurement Specialist, P&C
Subject: Service Contract – Our File #201301069
Disaster Commercial Bus Rental Convenience Contract

The Division of Purchase and Contract hereby grants approval for your agency to contract with Holiday Tours, Inc for the above referenced services. This is an Agency Specific Term Contract and will only be used in the event of a disaster and only on an as-needed basis. The term of the contract will be for a period of three (3) years, beginning from date of award. In the event of a disaster and the services are required, the cost of the services will not exceed the rates offered in each of the vendor's proposal.

Thank You.

Mailing Address:
1305 Mail Service Center
Raleigh, NC 27699-1305

Internet Home Page: www.ncpandc.gov
Phone: 919-807-4500

Location Address:
116 West Jones Street
Raleigh, NC 27603-8002

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**DEPARTMENT OF PUBLIC SAFETY
PURCHASING AND LOGISTICS
REQUEST FOR PROPOSALS**

RFP #19-012202-MSX

TITLE: **Commercial Bus Convenience Contract**

USING FACILITY/DIVISION: NC Dept of Public Safety
Division of Emergency Management

ISSUE DATE: June 27, 2013

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m., July 23, 2013** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE DEPARTMENT OF PUBLIC SAFETY ADDRESS AS SHOWN BELOW:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
RFP NO. <u>19-012202-MSX</u> North Carolina Department of Public Safety Purchasing and Logistics Office 4227 Mail Service Center Raleigh, NC 27699-1801	RFP NO. <u>19-012202-MSX</u> North Carolina Department of Public Safety Purchasing and Logistics Office 3030 Hammond Business Place Raleigh, NC 27603

IMPORTANT NOTE: Indicate firm name, "Technical Proposal" or "Cost Proposal" (*if applicable*), and RFP number on the front of each sealed proposal envelope or package.

Offers submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be acceptable.

Direct all inquiries concerning this RFP to: **Sunde' McCann, Purchasing Agent**
919-743-8213
Email: sunde.mccann@ncdps.gov

NOTE: Questions concerning the specifications in this Request for Proposals will be received until **July 11, 2013**. Questions shall be submitted by e-mail to Sunde.McCann@ncdps.gov. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP # being modified.

It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

Within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).

I. INTRODUCTION

The Department of Public Safety, Division of Emergency Management (NCEM) is soliciting proposals for vendor(s) to fulfill any identified local evacuation requirements during catastrophic disasters. This will be a three (3) year multiple award contract with no renewals to charter bus companies for transportation of North Carolina citizens from regionally affected areas. Major storms or other catastrophic events may quickly overwhelm the ability of local government to evacuate the general population who do not have transportation, or who lose transportation during the incident. If the combined State, county and local assets are unable to satisfy evacuation needs, the NCEM will procure busses from private transportation vendors. General population includes non-ambulatory citizens, and those requiring ADA support (wheelchair and service animals).

When the contract is enacted, buses shall be dispatched to a risk county anywhere in North Carolina where county emergency management officials shall provide specific assignments and administrative support.

Federal Motor Carrier Safety Administration (FMCSA) and State regulations apply, including driver hours of service. The end user may require 24-hour service, requiring NCEM to acquire multiple buses to meet the need. The minimum number of days a bus shall be contracted for is one (1) day. This contract may also be used to support large-scale planned events such as a political party national convention (i.e. DNC, RNC, PGA tournament), or during unique incidents outside of North Carolina requiring the State to support it (i.e. North Carolina operating mass evacuation shelters for Katrina evacuees, and repatriating US citizens from international countries (Haiti earthquake)).

II. BACKGROUND

The Division of Emergency Management (NCEM), is tasked under North Carolina General Statute 166A to prepare for, respond to, and recover from disasters in the State. NCEM issues agency specific convenience contracts to fill identified resource gaps. The State can be impacted by multiple incidents in a short time period, or may not be impacted for a period of several years. Because each incident or event is unique in its own nature, the State will only enact the contract on an "as needed" basis. No quantities or thresholds identified herein shall be construed as minimum ordering requirements by the State. Disasters may occur anywhere in North Carolina, therefore services rendered under this contract can be provided anywhere in North Carolina. The State anticipates that a minimum of five (5) and a maximum of one hundred (100) coach buses may be needed for a Category 3 and higher hurricane depending upon storm impacts.

During Hurricane Katrina, North Carolina opened and operated three (3) evacuee shelters requiring commercial buses to transport general populations from airports to the shelters and back. The State anticipated the use of commercial buses after the Haiti earthquake, as the State received repatriated citizens. However, State and local assets met the requirements.

III. SCOPE OF WORK

- A. The offeror is expected to comply with the regulations listed in the FMCSA, including the hours of service rules, unless temporarily modified by government authorities due to the urgency of the emergency. The offeror is required to sustain a "SATISFACTORY" passenger carrier safety rating throughout the contract period (a vendor's current rating can be obtained from SafeStat using their carrier name, USDOT number, or MC number).
- B. The offeror shall provide recliner-type motor coach buses which have the capacity to transport a minimum of forty-three (43) adult passengers. A higher capacity motor coach is preferred. Buses shall be air conditioned, have an operable restroom and luggage compartments under the bus. All motor coach passenger comfort and related equipment shall be fully operational. Buses capable of transporting wheelchair passengers shall have appropriate lock-down and other safety hardware, and operating lower/raise equipment (lift gate or vehicle leveling) as identified in FMCSA regulations. Buses shall not have to be equipped with emergency kits outside of standard Federal and State regulations.
- C. After the offeror is notified by telephone, fax, or e-mail, the offeror shall be able to supply the bus(es) to the identified location within 24 hours of notification. Upon notification, the offeror will fax a copy of the updated vehicle(s) certificate of insurance to NCEM to establish proof of insurance (NOTE: See the special insurance Requirements paragraph of this contract).
- D. Contracted buses shall be inspected by State or local inspection officials at the identified location. All motor coaches deployed for use in response to emergency operations are to be roadworthy, safe, clean, and compliant with all applicable US and NCDOT regulations. Offerors are responsible for the maintenance, repair or replacement of buses.
- E. All drivers shall be English speaking, courteous, properly licensed, insured and totally trained on the equipment being operated. The driver shall produce a valid USDOT medical card, a current CDL driver's license with "P" endorsement and comply with FMCSA Part 395. The driver shall also provide inspectors a copy of their vehicle's insurance certificate.
- F. The contracted bus shall pick up passengers at a designated embark station and transport them to a designated disembark station outside of the disaster area. Disembark stations may be in the same county or in another county within the State. Multiple sorties to and from the affected area may be expected from a single bus.

- G. After disembarking passengers at a designated drop off point, the bus interior shall be cleaned and swept (to include any on-board restrooms being cleaned and restocked), prior to picking up additional passengers. The bus exterior does not have to be cleaned unless it poses a safety hazard to the driver and passengers.
- H. The identification and tracking of passengers is the responsibility of State and local officials. Drivers may be asked to assist with preparation of passenger manifests.
- I. The offeror is required to honor existing contracts with State and privately operated assisted-care facilities.
- J. The offeror shall maintain appropriate and adequate insurance limits during the contracted period and submit insurance information and documentation verifying their liability insurance coverage limits as part of the offeror's contract proposal (NOTE: See the special insurance requirements paragraph of this contract).
- K. The offeror shall be responsible for fuel, food and lodging for drivers and other support personnel. If emergency situation accommodations and refueling services are not available in the affected region, then such services may be provided by the State. In this instance, the State shall be reimbursed by the offeror for services rendered by the State.
- L. During evacuation operations, all motor coaches shall be equipped with cell phone or satellite communication capabilities, which shall allow contact with the transportation coordinator located at the Emergency Operations Center (State and local).
- M. In the event of a bus breakdown, the offeror shall notify NCEM immediately and repair the bus or provide a replacement bus within a reasonable period. If a bus is loaded with passengers, then the offeror shall dispatch another bus to allow passengers to continue in transportation unless the bus can be repaired before a replacement bus arrives and passengers with luggage are transferred over.
- N. The offeror shall maintain all documentation to support the billing and audit processes. Any invoice shall include a daily report for each bus showing its trip destinations, number of passengers transported, overnight stopping locations or break/staging locations, and start/stop mileage.

Prohibited Communications: FROM THE ISSUANCE DATE OF THIS RFP THROUGH THE DATE THE CONTRACT IS AWARDED, EACH OFFEROR (INCLUDING ITS SUBCONTRACTORS AND/OR SUPPLIERS) IS PROHIBITED FROM HAVING ANY COMMUNICATIONS WITH ANY PERSON INSIDE OR OUTSIDE THE USING AGENCY, ISSUING AGENCY, OTHER GOVERNMENT AGENCY OFFICE, OR BODY (INCLUDING THE PURCHASER NAMED ABOVE, DEPARTMENT SECRETARY, AGENCY HEAD, MEMBERS OF THE GENERAL ASSEMBLY AND/OR GOVERNOR'S OFFICE), OR PRIVATE ENTITY, AND THE COMMUNICATION DISCUSSES THE CONTENT OF OFFEROR'S PROPOSAL OR QUALIFICATIONS, THE CONTENTS OF ANOTHER OFFEROR'S PROPOSAL, ANOTHER OFFEROR'S QUALIFICATIONS OR ABILITY TO PERFORM THE CONTRACT, AND/OR THE TRANSMITTAL OF ANY OTHER COMMUNICATION OF INFORMATION THAT HAS THE EFFECT OF DIRECTLY OR INDIRECTLY INFLUENCING THE EVALUATION OF PROPOSALS AND/OR THE AWARD OF THE CONTRACT. OFFERORS NOT IN COMPLIANCE WITH THIS PROVISION SHALL BE DISQUALIFIED FROM CONTRACT AWARD, UNLESS IT IS DETERMINED THAT THE BEST INTEREST OF THE STATE WOULD NOT BE SERVED BY THE DISQUALIFICATION. AN OFFEROR'S PROPOSAL MAY BE DISQUALIFIED IF ITS SUBCONTRACTOR AND SUPPLIER ENGAGE IN ANY OF THE FOREGOING COMMUNICATIONS DURING THE TIME THAT THE PROCUREMENT IS ACTIVE (I.E., THE ISSUANCE DATE OF THE PROCUREMENT TO THE DATE OF CONTRACT AWARD). ONLY THE DISCUSSIONS, COMMUNICATIONS OR TRANSMITTALS OF INFORMATION AUTHORIZED BY THE ISSUING AGENCY IN THIS RFP OR GENERAL INQUIRIES TO THE PURCHASER REGARDING THE STATUS OF THE CONTRACT AWARD ARE EXEMPT FROM THIS PROVISION.

IV. SPECIAL INSURANCE REQUIREMENTS AND PROCEDURES

- A. Bidders must submit copies of certificates of insurance with their response to this solicitation.
- B. When a certificate of insurance changes during the period of this contract, such updated certificates of insurance shall be provided to NCEM within 72 business hours.
- C. The driver shall provide inspecting officials a current certificate of insurance for the vehicle being used.
- D. The following are the minimum insurance requirements for contracted commercial buses:
 - 1. Any vehicle with a seating capacity of 16 passengers or more, the minimum public liability insurance required is \$5,000,000.00.
 - 2. Standard workers compensation insurance shall cover all employees who will provide services under this contract.
 - 3. The insurance purchased in response to the above requirements shall remain in force and effect for the entire duration of the contract(s) awarded.

V. TERM OF CONTRACT

The contract service shall be for a period of three (3) years and shall begin when a purchase order has been issued by the Department of Public Safety, subject to the continuation of the program and the availability of funds.

VI. INSTRUCTIONS TO OFFERORS

A. THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

- 1. Request for Proposals (RFP) is issued to prospective contractors.
- 2. A preproposal conference and/or deadline for written questions is set. (See cover sheet of this RFP for details.)
- 3. Proposals in one original and two (2) copies will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
- 4. All proposals must be received by the Department of Public Safety (Department) not later than the date and time specified on the cover sheet of this RFP.
- 5. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
- 6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
- 7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Bid evaluations shall be conducted using a one-step evaluation process. A maximum score of 60 points shall be awarded for the bid package completion and technical approach. A maximum score of 40 points shall be awarded for cost proposal. A maximum of 100 points may be awarded per vendor during the bid evaluation process. Financial information, statements and/or documents submitted with a proposal shall be evaluated to determine: whether the offeror has sufficient ability to perform the contract; whether the offeror is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether offeror has provided complete, reliable and accurate financial information regarding its business operation; whether the offeror is financially solvent; and whether offeror has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the State. The evaluators will randomly select at least three of offeror's references, but the evaluators' reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure of the offeror to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal. Award of a contract to one offeror does not mean

that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.

In addition to any other evaluation criteria identified in the Department's solicitation document, the Department shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the State:

- Total cost to the State
- Level of quality provided by the vendor
- Process capability across multiple jurisdictions
- Protection of the State's information and intellectual property
- Availability of pertinent skills
- Ability to understand the State's business requirements and internal operational culture
- Risk factors such as the security of the State's information technology
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.
9. If the Department determines, during its evaluation of offers received, that it needs to modify its requirements or desires that offerors modify the content of their offer (including cost), it may request Best and Final Offers be submitted.

B. PROPOSAL INFORMATION

The following information is requested from each offeror:

1. Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for whom similar work has been performed shall be included and the list shall include all similar contracts performed by the offeror in the past three years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal.

2. Outsourcing

Detail the manner in which you intend to utilize resources or workers located outside of the United States, and the State of North Carolina will evaluate the additional risks, costs and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of the State.

For any proposed or actual utilization or contract performance outside of the United States, the offeror's proposal must include:

- a) The location of work performed under a state contract by the vendor, any subcontractors, employees, or other persons performing the contract.
- b) The corporate structure and location of corporate employees and activities of the vendors, its affiliates or any subcontractors.

The State may initiate proceedings to debar a vendor from participation in the bid process and from contract award as authorized by North Carolina law, if it is determined that the vendor has refused to disclose or has falsified any information provided herein.

3. Cost Proposal

Offeror shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead, and profit. There shall be no price difference between regular and ADA compliant buses. See **Section XI**.

4. Financial Statement

Offeror shall provide a current financial statement conducted by an independent source to determine whether the offeror is financially solvent; and whether offeror has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the State.

5. Technical Approach

Offeror shall provide documentation demonstrating how the offeror will meet the scope of work identified within this Request for Proposal, to include a list of any sub-contractors and number of buses readily available (use Section V as an example to list the total number of regular buses and ADA buses available without timeframes from sub-contractors). Technical approach shall include information how the offeror plans to notify, dispatch, track, replace, and demobilize buses, and include the offeror's billing documentation process.

6. Additional Questions

Provide the following information for executing this contract and activating contractor buses:

Carrier Name HOLIDAY TOURS, INC.

US DOT Number 252234 MC Number 151206

Physical Address 10367 RANDLEMAN RD.
RANDLEMAN, NC 27317

Mailing Address _____

Business Phone 336-498-9000

24 Hour Phone 888-792-1206

Fax Number 336-498-2204

List other similar contracts your organization has with other states or the federal government:

STATE OF SC

STATE OF TX

TMS

COOPER-ATLANTA

The offeror estimates it can furnish the State of North Carolina under the terms and conditions set forth herein the following minimum number of motor coach buses:

Upon 24 hours notification	<u>20</u> buses,	<u>5</u> ADA compliant buses
Upon 36 hours notification	<u>40</u> buses,	<u>5</u> ADA compliant buses
Upon 48 hours notification	<u>40</u> buses,	<u>5</u> ADA compliant buses
Upon 72 hours notification	<u>40</u> buses,	<u>5</u> ADA compliant buses

VII. EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees to furnish the subject services as indicated in its proposal. Offer valid for forty five (45) days from date of proposal opening unless otherwise stated here: ____ days (See General Information on Submitting Proposals, Item 7).

Failure to execute/sign proposal prior to submittal shall render proposal invalid. Late proposals are not acceptable.

BIDDER: HOLIDAY TOURS, INC.		
STREET ADDRESS: 10367 RANDOLMAN RD.	P.O. BOX:	ZIP: 27317
CITY & STATE & ZIP: RANDOLMAN, NC	TELEPHONE NUMBER: 336-498-9000	TOLL FREE TEL. NO (800) 733-9011
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):		
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.		
PRINT NAME & TITLE OF PERSON SIGNING: GARY MOODY VA SALES		FAX NUMBER: 336-498-2204
AUTHORIZED SIGNATURE: 	DATE: 7-22-13	E-MAIL: GARY@TRUSTHOLIDAY.COM

ACCEPTANCE OF PROPOSAL

NC DEPARTMENT OF PUBLIC SAFETY

BY: Lunde McCann TITLE: Purchasing Agent DATE: 8/21/13

VIII. Where Service Contracts Will Be Performed

In accordance with NC General Statute 143-59.4 (Session Law 2005-169), this form is to be completed and submitted with the offeror's (technical) proposal/bid.

Issuing Department: Department of Public Safety Solicitation # (Purchaser fill in)

Department Contact Person & phone #: Sunde' McCann, 919-743-8213

Solicitation Title / Type of Services: Commercial Bus Convenience Contract

OFFEROR: HOLIDAY TOURS, INC.

City & State: RANDLEMAN, NC

Location(s) from which services will be performed by the contractor:

Service	City/Providence/State	Country
<u>10367 RANDLEMAN RD</u>	<u>RANDLEMAN, NC</u>	<u>USA</u>
_____	_____	_____
_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the contractor:

<u>N/A</u>	_____	_____
_____	_____	_____

Location(s) from which services will be performed by subcontractor(s):

Service	Subcontractor	City/Providence/State	Country
<u>N/A</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the subcontractor(s):

<u>N/A</u>	_____	_____	_____
_____	_____	_____	_____

IX. GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

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

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non-reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Unless otherwise indicated under Section V. Execution of Proposal of this document, the offer shall be valid for forty five (45) days from the date of proposal opening. Preference may be given to offers allowing not less than forty five (45) days for consideration and acceptance.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Department, government or private, until after the award of the contract. Only those communications with the Department authorized by this RFP are permitted. All offerors are advised that they are not to have any communications with the Department during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the State's purchaser contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit to the Department any information commenting on the ability or qualifications of other offerors to perform the advertised contract and/or the other offerors' proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the Department are exempt from this provision.
 10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
 11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.PandC/protests.pdf> for more information.)
16. **TABULATIONS:** The State has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.
19. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
20. **CONTRACT MONITORING:** Per *NC Senate Bill 1213 (Session Law 2010-194)* any contract which results from the award of this Invitation for Bid shall include contract monitoring as a regular process of evaluating post award Vendor contract performance based on measurable deliverables and verifying Vendor compliance with the terms and conditions in the contract.

The general purpose of monitoring will be to 1) improve Vendor contract performance through early identification of questions and issue resolution; 2) identify potential contract problems, financial or technical, that may require additional scrutiny; 3) evaluate Vendor contract performance controls to ensure there is a reliable basis for validating deliverables and minimizing risk of contract default; 4) assure that Vendor financial documentation is adequate and accurate as it relates to contract payments.

Specifically, contract monitoring may include but are not limited to the following areas;

- Verify contractor performance for purposes of payment;
- Identify material breach of contract by assessing the difference between contract performance and material non-performance;
- Determine if corrective action is necessary and take such action if required;

Monitoring Vendor compliance of any contract document which results from the award of this Invitation for Bid shall be the responsibility of the NC Department of Public Safety Purchasing and Budget Office, Contract Administrator. Contract monitoring shall occur for an on-going basis throughout the term of the contract."

**X. NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Department's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Department's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Department shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Department, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of this agreement, and the Department may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Department of Public Safety may terminate this agreement at any time by 30 days notice in writing from the Department to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Department, become its property. If the contract is terminated by the Department as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The Department of Public Safety is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.

9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Department for the purpose set forth in this agreement.
 10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Department.
 11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
 12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
 13. **ACCESS TO PERSONS AND RECORDS** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
 14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
 15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
 16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
 17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
18. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the Department, or the name of the State of North Carolina as part of any commercial advertising.

19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Quotes, any addenda thereto, and the offeror's quote are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Department and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

21. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

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22. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Department and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

23. **TAXES:** G.S. 143-59.1 bars the Department of Public Safety from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

24. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

25. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the Department.

Vendor must give notice to the Department of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

26. **ESCALATION CLAUSE:** Prices offered herein shall be firm for a period of one (1) year from the date of initial contract performance. If the contract provides for an option year(s) and the Department exercises that option(s), the contractor may request a price increase for that year but it must not exceed the change in points during the previous twelve (12) month period in the *Consumer Price Index-All Items (All Urban Consumers: 1982-1984) or 5%, whichever is less. If the requested increase is in compliance with these specified limitations, the new price will be effective thirty (30) days from the date the request is received by the Department.

Consumer Price Index: U. S. Department of Labor, Bureau of Labor Statistics; www.bls.gov

27. **ALCOHOL/DRUG FREE WORK PLACE POLICY:** A copy of the Department's Alcohol/Drug Free Work Place Policy is attached (ATTACHMENT 1) to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.

28. **ACCOUNTABILITY:** Employees of other public and private organizations providing a service to the agency are accountable to the North Carolina Department of Public Safety (DPS) Departmental Purchasing Contract Administrator and the facility head or designee of the program in which they work. The facility head or designee shall report all non-compliance issues in writing to the North Carolina DPS Departmental Purchasing Contract Administrator. The North Carolina DPS Departmental Purchasing Contract Administrator shall work with the employee of the public or private organization providing the service in order to bring performance up to expectations or terminate services if the conditions justify.
29. **By Executive Order 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Office of the Governor and Governor's Cabinet Agencies (i.e., Administration, Commerce, Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
- (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

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

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

30. **PREA:** The NC Department of Public Safety is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another inmate or by staff, volunteer, vendor, contractor or agent. Staff, volunteers, vendors, contractors or agents are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with an inmate or juvenile. Conversation and conduct with inmate or juvenile must be professional at all times. Any sexual act between an inmate or juvenile and staff, volunteer, vendor, contractor or agent violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina and federal law neither an inmate nor a juvenile can consent to engage in sexual activity with staff, volunteers, vendors, contractors or agents. Any such activity is considered to be against the will of the inmate or juvenile in the eyes of the law – without respect to what the inmate or juvenile might say.

Additionally, it is a crime to sell or give any inmate or juvenile any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; to convey to or take from an inmate or juvenile any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with an inmate or juvenile for clothing or stolen goods or to sell an inmate or juvenile any article forbidden by rules or DPS policies.

As a valued employee of DPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@doc.state.nc.us, or the DPS Communications office at (800) 368-1985. By signing this contract you acknowledge that you understand and will abide by this policy as outlined above.

31. **NON-DISCLOSURE/INFORMATION SECURITY:** The State may, in its sole discretion, provide a non- disclosure agreement and/or an Information Security Policies Acknowledgement Form satisfactory to the State for Vendor's execution. The State may exercise its rights under this paragraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes.

XI COST PROPOSAL

Offeror shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead, and profit to perform the services set forth in the RFP. There shall be no price difference between regular and ADA compliant buses.

Daily Rate for Bus and Driver (Driving Required)	\$ <u>1400</u> per day
Daily Rate for Bus and Driver (Staging Only – No Driving)	\$ <u>1000</u> per day

ATTACHMENT 1

ALCOHOL/DRUG-FREE WORK PLACE POLICY

POLICY

It is the policy of the Department of Public Safety to provide a work environment free of alcohol and drugs in order to ensure the safety and well being of employees, correctional clientele, and the general public. All employees of the Department of Public Safety, including permanent full-time, trainee, permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free work place, and to set out the penalties for violation(s) of the guidelines.

PROCEDURES/OPERATIONAL GUIDELINES

All employees of the Department of Public Safety are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Public Safety utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.

Corporate Background and Experience:

Holiday Tours is a family owned and operated business. We have been providing tour and charter services since 1978 – over 32 years now. We have grown over the years to our present size of operating 62 vehicles total. We are the largest independently owned motorcoach company in North Carolina. We own our equipment and also have a maintenance facility for servicing our coaches. Including full and part-time, we employ over 150 people within our company. We charter our coaches out to all types of groups, operate our own retail tours, do package tours for charter customers and we also have a travel agency that books cruises, airfare, individual vacations and more. We are truly a full service company.

Over the years, our coaches have been utilized on various occasions for evacuations in Louisiana. We have also handled large shuttle moves; such as, the Summer Olympics in Atlanta, the Winter Olympics in British Columbia, both US Open Golf Tournaments that have been held in Pinehurst, the Southern Baptist Convention when held in Greensboro, and many other events that required multiple coaches to shuttle passengers. To follow are references to some of these moves:

- (1) Transportation Management Services – Mike Moulton
8500 Leesburg Pike, Suite 601
Vienna, VA 22182
703-821-8001

September 1 – 6, 2005 25 coaches in New Orleans and Ft. Polk, LA for evacuation services.

- (2) Coach America – Jim Austin
5430 LBJ Frwy, 3 Lincoln Ctr, Ste 1075
Dallas, TX 75240
972-354-3555
Jim.Austin@coachusa.us

August 16 – October 31, 2006 5 coaches staged in New Orleans area for use in case of severe weather requiring evacuation. Nothing happened that year, so the coaches were just staged there the whole time.

- (3) Hotard Coaches – Callen Hotard
2838 Touro Street
New Orleans, LA 70122
504-944-0253
Callen@hotard.com

September 8 – 15, 2008 18 coaches in New Orleans area for use in evacuation services.

- (4) Pinehurst Championship Management
PO Box 5349
Pinehurst, NC 28374
Reginald Jones 910-295-8151
Lee Bowman 910-295-8151

June 13 – 19, 2005 50 coaches providing shuttles during the tournament.

*We also provided shuttles during the 1999 Tournament.

- (5) Wyndham Golf Tournament – Lindley Ivey
401 N. Greene Street
Greensboro, NC 27401
285-7070
Lindley Ivey 202-3370 Cell #

*Other references can be provided upon request.

Outsourcing: We will not be outsourcing any for this contract. We would not utilize resources or workers outside the United States.

Company Snapshot HOLIDAY TOURS INC

7/22/13

USDOT Number MC/MX Number Name

Enter Value:

Company Snapshot

HOLIDAY TOURS
USDOT Number:

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Carriers: If you would like to update the following ID/Operations information, please complete and submit form MCS-150 which can be obtained online or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's DataQs system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance then what is captured in the Company Snapshot. To obtain a CSP please visit the order page or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to SAFER General Help. The information below reflects the content of the FMCSA management information systems as of 07/21/2013.

Other Information for Carrier

SMS Results

Licensing & Insurance

Entity Type:	Carrier																																
Operating Status:	AUTHORIZED FOR Passenger																																
Legal Name:	HOLIDAY TOURS INC	Out of Service Date:	None																														
DBA Name:																																	
Physical Address:	10367 RANDLEMAN ROAD RANDLEMAN, NC 27317-8076																																
Phone:	(336) 498-9000																																
Mailing Address:	10367 RANDLEMAN ROAD RANDLEMAN, NC 27317-8076																																
USDOT Number:	252234	State Carrier ID Number:																															
MC/MX/FF Number(s):	MC-151206	DUNS Number:	14-165-786																														
Power Units:	61	Drivers:	111																														
MCS-150 Form Date:	09/06/2012	MCS-150 Mileage (Year):	2,259,013 (2011)																														
Operation Classification:	<input checked="" type="checkbox"/> Auth. For Hire <input type="checkbox"/> Exempt For Hire <input type="checkbox"/> Private(Property) <input type="checkbox"/> Priv. Pass. (Business) <input type="checkbox"/> Priv. Pass.(Non-business) <input type="checkbox"/> Migrant <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Fed. Gov't <input type="checkbox"/> State Gov't <input type="checkbox"/> Local Gov't <input type="checkbox"/> Indian Nation																																
Carrier Operation:	<input checked="" type="checkbox"/> Interstate <input type="checkbox"/> Intrastate Only (HM) <input type="checkbox"/> Intrastate Only (Non-HM)																																
Cargo Carried:	<table border="0"> <tr> <td>General Freight</td> <td>Liquids/Gases</td> <td>Chemicals</td> </tr> <tr> <td>Household Goods</td> <td>Intermodal Cont.</td> <td>Commodities Dry Bulk</td> </tr> <tr> <td>Metal: sheets, coils, rolls</td> <td><input checked="" type="checkbox"/> Passengers</td> <td>Refrigerated Food</td> </tr> <tr> <td>Motor Vehicles</td> <td>Oilfield Equipment</td> <td>Beverages</td> </tr> <tr> <td>Drive/Tow away</td> <td>Livestock</td> <td>Paper Products</td> </tr> <tr> <td>Logs, Poles, Beams, Lumber</td> <td>Grain, Feed, Hay</td> <td>Utilities</td> </tr> <tr> <td>Building Materials</td> <td>Coal/Coke</td> <td>Agricultural/Farm Supplies</td> </tr> <tr> <td>Mobile Homes</td> <td>Meat</td> <td>Construction</td> </tr> <tr> <td>Machinery, Large Objects</td> <td>Garbage/Refuse</td> <td>Water Well</td> </tr> <tr> <td>Fresh Produce</td> <td>US Mail</td> <td></td> </tr> </table>			General Freight	Liquids/Gases	Chemicals	Household Goods	Intermodal Cont.	Commodities Dry Bulk	Metal: sheets, coils, rolls	<input checked="" type="checkbox"/> Passengers	Refrigerated Food	Motor Vehicles	Oilfield Equipment	Beverages	Drive/Tow away	Livestock	Paper Products	Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities	Building Materials	Coal/Coke	Agricultural/Farm Supplies	Mobile Homes	Meat	Construction	Machinery, Large Objects	Garbage/Refuse	Water Well	Fresh Produce	US Mail	
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