

CITY OF HIGH POINT

AGENDA ITEM



TITLE: GMV Syncromatics Real-Time Information System	
FROM: Angela Wynes, Transit Manager	MEETING DATE: October 7, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: PART Master Agreement Bid Recommendation Form	

PURPOSE: Award a contract to GMV Syncromatics to provide a real-time information to allow operations staff and the public to track the location of buses and obtain real-time arrival and departure information.

BACKGROUND: In August 2021, the City of High Point participated in a joint procurement with the Piedmont Authority for Regional Transportation (PART) and seven (7) other partner agencies to request proposals from qualified firms to procure a real-time information IT solution and related technological features and services. The evaluation team received and reviewed proposals from four (4) firms. The evaluation team deemed that GMV Syncromatics submitted the proposal that was of the best value to the participating agencies. PART awarded a master services agreement on March 9, 2022, which expires on the 5th anniversary date of the agreement. PART, Link Transit (Burlington), Davidson County Transportation, and Greensboro Transit have implemented their systems. Winston-Salem Transit is in the implementation process, with an anticipated go-live in November 2024.

BUDGET IMPACT: The initial contract, valued at \$298,079.00, will last three years with two one-year options. Funds are included in the Transit Division operating budget to cover this service.

Federal 80%	\$238,463
City 20%	\$59,616
	\$298,079

RECOMMENDATION/ACTION REQUESTED: Staff recommends that the City Council award a contract to GMV Syncromatics and authorize the appropriate city officials to execute all necessary documents.





NOTIFICATION OF AWARD OF CONTRACT AND MASTER SERVICES AGREEMENT

THIS NOTIFICATION OF AWARD OF CONTRACT AND MASTER SERVICES AGREEMENT (“Agreement”) is made as of the 9 day of March, 2022, by and among the Piedmont Authority for Regional Transportation (“PART”), acting on behalf of PART, the Greensboro Transit Authority, High Point Transit, Winston-Salem Transit Authority, Link Transit, Chapel Hill Transit, Davidson County Transportation, and Orange County Transportation (collectively, the “Consortium” and each a “Constituent”) and GMV Syncromatics Corporation. (“Contractor”).

RECITALS

PART has issued Request for Proposal RFP# 2021.8.30 REAL-TIME (the “RFP”), attached to this Agreement as Exhibit A, on behalf of the Consortium, requesting proposals for the design and delivery of Public Transit Advanced Technology system software, hardware and support equipment and devices; and

PART, on behalf of the Consortium, and Contractor desire to enter into this Agreement, which along with the Contractor/Constituent Agreements (as defined below), shall govern the terms of Contractor’s performance of those services described in the RFP.

In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Contract Documents and Order of Precedence.

This Agreement consists of and incorporates the documents listed below as if they were fully set forth in this Agreement, and in case of any conflict among the documents, the order of precedence shall be:

1. This Agreement (including its incorporated terms);
2. The Fixed Price Product & Services Maintenance Support Agreement between Contractor and each Constituent (each, a “Contractor/Constituent Agreement”);
3. Contractor’s Best and Final Offer (including Contractor Proposal) (attached to this Agreement as Exhibit B);
4. Compliance Forms and DBE (attached to this Agreement as Exhibit C);
5. PART Board of Trustee’s acceptance and awarding resolution (attached to this Agreement as Exhibit D);

2. Obligations of Constituents to Contractor.

Provisions of the RFP that refer to PART and place certain obligations on PART shall be the obligations of the Constituent member and not PART (except in those instances where PART is the Constituent). In the interpretation of this Agreement with respect to any matter related to a purchase order, references to



“PART” shall refer to the Constituent identified in the purchase order. Notwithstanding anything to the contrary: (i) PART shall have none of the obligations of the “Consortium Member Agencies” described in the RFP, Contractor’s Best and Final Offer, or the various exhibits, and shall further have no other obligations to Contractor, except those expressly set forth in the terms of this Agreement and the specific Contractor/Constituent Agreement entered into by PART, without reference to any documents, agreements or instruments incorporated in this Agreement, except where PART is purchasing advanced technology software, hardware and supporting devices and equipment for its own account pursuant to a purchase order; (ii) PART and its current and future affiliates shall not be liable for any obligations of any other Constituent under this Agreement; and (iii) the Constituents (not including PART), and their current and future affiliates, shall not be liable for any of the obligations of PART to Contractor.

3. Representations and Warranties.

Any representations and warranties made or agreed to by Contractor in the terms of the RFP, Contractor’s Best and Final Offer, the included exhibits, or any certifications delivered in connection with the foregoing shall be true and correct in all material respects as of the date of this Agreement and through the end of the term of this Agreement, unless a later date is specified within the Agreement Documents.

4. Compensation.

The Constituent shall pay the amount approved by the PART Board of Trustees’ adopted resolution of March 9, 2022 (attached to this Agreement as **Exhibit D**) for award and pricing, and except as otherwise agreed upon by the parties in writing, the Contractor shall accept the amount as full compensation for all costs and expenses of completing the Work in accordance with the Agreement, including but not limited to all labor and material required, overhead, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs as referenced in the Best and Final Offer (BAFO) contained within **Exhibit B**.

Associated expenses for all other purchase types including alternate equipment, optional equipment, special tools, spare parts and training will utilize the pricing as submitted by the contracting manufacturer from original submission and Best and Final Offer. Adjustment of costs due to an increase in the Producer Price Index (“PPI”) will not be recognized where applicable as standard annual cost increases; whereas any associated cost increase for contract years 2-5 shall be mutually agreed by Agency and Contractor for those items not already prescribed.

5. Contract Term and Period of Performance

The effective date of this Agreement shall be the date set forth by approval of the governing body as adopted by the PART Board of Trustees of March 9, 2022 serving as authorization for the Notice to Proceed (NTP). The Contractor shall commence work after the effective date of the Agreement, upon receipt of the NTP. This Agreement shall expire on the 5th anniversary of its effective date.

Constituents may issue purchase orders to Contractor. The Contract delivery date for the products and services, in accordance with the schedule shall be confirmed by the Contractor at the request of the Consortium Transit Agency. Time is of the essence with respect to all deliveries.



6. Notices.

Any Notice legally required to be given by one party to another under the Agreement shall be in writing, dated and signed by the party giving the Notice or by a duly authorized representative of the notifying party.

Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery, such as fax, certified mail, electronic mail, or registered mail and addressed to:

The Constituent involved pursuant to contact requirements of each agreement
Between the Constituent and Contractor

And to:

Piedmont Authority for Regional Transportation (PART)
107 Arrow Rd., Greensboro NC 27409
Attn: PART CEO/General Manager
Re: RFP#2021.8.30 Real-Time

GMV Syncromatics Corporation
523 W. 6th Street, Suite 444
Los Angeles, CA 90014
Attn: President
Re: RFP#2021.8.30 Real-Time
With a copy via email to sales@gmvsync.com

7. Choice of Law and Forum.

This Agreement shall be governed in accordance with North Carolina law, without reference to its conflict of law principles. Any claim for breach or enforcement of this Agreement shall be filed in the General Court of Justice, Guilford County, North Carolina.

8. Modification.

No modifications of this Agreement shall be valid unless reduced to writing and signed by all parties to this Agreement.

9. Severability.

The provisions of this Agreement are intended to be severable. Any and all provisions of this Agreement that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to the portion and/or jurisdiction only, be deemed ineffective to the extent of the prohibition, unenforceability, or non-authorization, without invalidating the remaining provisions(s) of this Agreement in the applicable jurisdiction, or affecting the continuing validity, enforceability, or legality of this Agreement in any other jurisdiction.

10. Signature Warranty.

Any party executing this Agreement as a corporate or other legal entity represents to the other parties to this Agreement that the entity is duly organized, validly existing, and in good standing under the laws of



the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated in this Agreement within the state of North Carolina, and further that any party executing the Agreement on behalf of an entity, has the full power and authority to do so without any further authorization being required from any party, and by his or her signature legally binds the entity to the terms and conditions of this Agreement.

11. Entire Agreement.

This Agreement, including the Agreement Documents, constitutes the complete and entire agreement between PART, acting on behalf of the Consortium, and Contractor, and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written, that are not incorporated as a part of this Agreement.

12. Electronic and/or Duplicate Execution & Order of Execution.

This Agreement may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Agreement shall have the same force and effect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with PART shall execute the Agreement first and deliver a fully-signed copy of this Agreement to PART for its counter-execution.

[SIGNATURES FOLLOW]



The undersigned has executed this Agreement as of the date first set forth above.

GMV Syncromatics Corporation

Attest:

Name: Alex Fay

Name: Nancy J. Lemm

Title: Chief Commercial Officer

Title: Attorney

Date: 5/20/22

Date: 5/20/22

Tax ID Number: 20-5349016

PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION

Name: Scott W. Rhine

Title: CEO/General Manager

Reviewed and approved as to legal form:

Thomas E. Terrell, Jr., General Counsel



EXHIBIT A
RFP

(Full document included as subsequent file)



EXHIBIT B
CONTRACTOR'S BEST AND FINAL OFFER

(Full document included as subsequent file)



EXHIBIT C
Compliance Forms and DBE

(Full document included as subsequent file)



EXHIBIT D
RESOLUTION OF PART BOARD OF TRUSTEES

RESOLUTION AUTHORIZING THE PART CEO/GENERAL MANAGER
TO EXECUTE A NOTICE OF AWARD AGREEMENT
WITH THE SELECTED VENDOR FROM RFP#2021.8.30 REAL-TIME

WHEREAS, PART developed and released a Request for Proposal for the design and delivery of Automatic Vehicle Location (AVL) advanced technologies and auxiliary support equipment, software and hardware on August 30, 2021; and

WHEREAS, the RFP solicitation included a consortium of public transit agencies in North Carolina with representatives from the Cities of Burlington, High Point, Greensboro, Winston-Salem, Chapel Hill, Davidson County, Orange County and PART; and

WHEREAS, the RFP was developed with industry best practices and includes the compliance requirements of the Federal Transit Administration (FTA) with designated evaluation criteria and independent reviews to confirm RFP submissions that are both responsive and responsible; and

WHEREAS, the purpose of the project is to establish a contractual agreement with the designated Public Transit Advanced Technology provider that have adhered to the technical and compliance requirements contained within RFP#2021.8.30 Real-Time that are both responsive and responsible to permit needed vehicle technology purchasing of the identified RFP consortium members over a five-year period; and

WHEREAS, based on the independent evaluations, price submissions, interviews of vendors designated as being in a Competitive Range, and the Best and Final Offer (BAFO) submissions the Consortium members of RFP#2021.8.30 Real-Time present the following recommendation for contractual award:

- a. GMV Syncromatics Corporation, 523 W. 6th Street, Suite 444, Los Angeles, CA 90014

NOW, THEREFORE, BE IT RESOLVED BY THE PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION BOARD OF TRUSTEES

That said recommendations of the RFP review committee for the Advanced Technology provider contained herein for the various technologies and designated pricing, and further detailed in RFP submissions and associated documentation is hereby formally approved by the PART Board of Trustees and the PART CEO/General Manager and legal counsel are hereby empowered to sign and execute the notice of award to GMV Syncromatics Corporation, 523 W. 6th Street, Suite 444, Los Angeles, CA 90014.

A motion was made by Mark Richardson and seconded by Steve Carter for adoption of the above resolution, and upon being put to a vote was duly adopted on this 9th day of March 2022.

I, Fleming El-Amin, PART Vice Chairperson do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the Piedmont Authority for Regional Transportation duly held on the 9th day of March, 2022.

Approved: Fleming El-Amin
Fleming El-Amin
PART Board Vice Chairperson

Witnessed: Thomas E. Terrell, Jr.
Thomas E. Terrell, Jr.
PART Board Legal Counsel

Certified: Scott W. Rhine
Scott W. Rhine
PART CEO/General Manager

SEAL:

BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
641622	533101	641233105865	S6220	\$275,000
641622	522403	641241105905	R117A	\$73,000
TOTAL BUDGETED AMOUNT				\$348,000

DEPARTMENT HEAD: Digitally signed by Greg Venable
Date: 2024.09.26 14:34:39 -04'00' DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of

PURCHASING MANAGER: Digitally signed by Candy E. Harmon
Date: 2024.09.26 14:49:25 -04'00' DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Digitally signed by Bobby Fitzjohn
Date: 2024.09.30 11:34:56 -04'00' DATE:

CITY MANAGER: DATE:

(For City Council Approval Only)