

Resolution No. 15R-180

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
ADA Eligible Transportation Services  
Sole Source No. SS-20**

**Transport Plus of Lincoln  
P.O. Box 85026  
Lincoln, NE 68501  
402-805-7975**

**CITY OF LINCOLN  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Transport Plus of Lincoln, P.O. Box 85026, Lincoln, NE 68501, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents to-wit:

**ADA Eligible Transportation Services, SoleSource No. SS-20**

and,

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

**Agreement to contractor's proposal (per Attachment A)**

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

**The City will pay for service, according to the pricing as listed in Contractors Proposal (per Attachment A), a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The estimated cost of services for StarTran is \$593,396.00 yearly. The estimated total for the term of this contract shall not exceed \$1,780,188.00 without approval.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986.

The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective beginning on September 14, 2015. The term of the Contract shall be a three (3) year term with the option for two (2) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal
  3. Insurance Requirements
  4. Sales Tax Exemption Form 13  
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page

**Vendor Signature Page**

**ANNUAL REQUIREMENTS  
FOR  
ADA Eligible Transportation Services  
Sole Source No. SS-20  
Transit Plus of Lincoln**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

*David M...* Seal  
Secretary

Transport Plus of Lincoln, Inc.  
Name of Corporation  
3601 Calvert St Ste 25 Lincoln  
Address 68506  
By: *David Braun*  
Duly Authorized Official  
PRES  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

\_\_\_\_\_  
Name of Organization  
\_\_\_\_\_  
Type of Organization  
\_\_\_\_\_  
Address  
By: \_\_\_\_\_  
Member  
By: \_\_\_\_\_  
Member

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Signature

**City of Lincoln Signature Page**

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**ANNUAL REQUIREMENTS  
FOR  
ADA Eligible Transportation Services  
Sole Source No. SS-20  
Transit Plus of Lincoln**

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chris Beutler, Mayor

Approved by Resolution No. \_\_\_\_\_

dated \_\_\_\_\_



P.O. Box 85026  
Lincoln, NE 68501  
Phone (402) 805-7975  
Email [contactus@transportplusoflincoln.com](mailto:contactus@transportplusoflincoln.com)

July 20, 2015

Bob Walla  
Assistant Purchasing Agent  
City of Lincoln/Lancaster County  
440 South 8<sup>th</sup> Street / Suite 200  
Lincoln, NE 68508

RE: StarTran ADA Brokerage Service RFP

Bob Walla,

Attached you will find our responses to the submittal section of the Specifications for StarTran Brokerage Services packet.

We have also attached a reference letter from Mike Davis dated October 14, 2013 because it is directly related to this contract and speaks to the experience level expected in the RFP. We feel it is important for you to know that our management team has returned as well as many of our drivers. We are under new ownership but the service level and management philosophy remains the same.

We currently have 6 newer vehicles and are willing and able to grow that number in order to fulfill this contract. We have included a letter from our banker at Cornhusker Back stating that our financial needs will be met. There is also a letter from Doug Tenney, our van supplier, stating that he will continue to meet our needs no matter what the demand.

Because of the unusual nature of the RFP we ask that you inform us immediately if there is any additional information required to make your decision. We appreciate this opportunity and look forward to hearing from you very soon.

Thank you,

Jenny Cyboron  
Office Manager  
402-610-7303

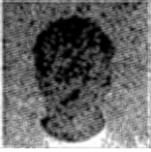
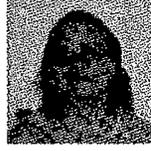


P.O. Box 85026  
 Lincoln, NE 68501  
 Phone (402) 805-7975  
 Email [contactus@transportplusoflincoln.com](mailto:contactus@transportplusoflincoln.com)

16.2.1 Transport Plus held this same contract for 14 years prior to the City of Lincoln changing providers.

16.2.1.1 Transport Plus Employee Information

All Transport Plus employees are trained as drivers and those requirements and files are kept current for all.

	<u>Name/Address/Phone:</u>	<u>NE D.L. No.:</u>	<u>Hire Date:</u>	<u>No. of years:</u>
	Jenny Cyboron, Office Manager/Driver 5844 Billings Court Lincoln, NE 68516 402-610-7303	H12129777	8/1/1999	almost 16 years
	Benjamin Chesser, Driver 5240 S Windlesham Court Lincoln, NE 68516 402-423-3456	G02104034	5/2/2008	7+ years
	David Meter, General Manager/Driver 2041 Riviera Drive Lincoln, NE 68506 402-499-6652	G18002127	8/14/2008	almost 7 years
	David Nitzsche, LEAD Driver/Trainer 7821 Karl Drive Lincoln, NE 68516 402-525-5397	G24002423	8/30/2011	almost 4 years
	Gary Schuerman, Driver 5350 Mission Lane Lincoln, NE 68521 402-477-2350	G02094191	4/9/2012	3+ years
	Nicholas Brauer, Driver 4309 S 40 <sup>th</sup> Street Lincoln, NE 68516 402-560-8228	H12768785	2/25/2013	2+ years
	Amy Hayes, Office Assistant/Driver 2035 S 27 <sup>th</sup> Street Lincoln, NE 68502 402-432-7160	G02057354	3/9/2011	4+ years



Dan Lysthauge, Driver  
8220 Cheney Ridge Road #223  
Lincoln, NE 68516  
402-570-1873

G14023928

1/20/2015

6 months



David Brauer, Owner/Driver  
2601 West Denton Road  
Lincoln, NE 68523  
402-314-1586

G02111784

10/20/2014

9 months



Deena Brauer, Office Assistant/Driver  
2601 West Denton Road  
Lincoln, NE 68523  
402-314-1588

G02116418

7/1/2015

Less than 1 month



P.O. Box 85026  
Lincoln, NE 68501  
Phone (402) 805-7975  
Email [contactus@transportplusoflincoln.com](mailto:contactus@transportplusoflincoln.com)

### 16.2.3 Transport Plus References

Larry Emmerson, CEO  
Administrator of DCL  
Dialysis Centers of Lincoln  
7910 O Street  
Lincoln, NE 68510  
402-489-5339  
Email: [lemerson@dialysiscenteroflincoln.org](mailto:lemerson@dialysiscenteroflincoln.org)

Number of rides per year: 2013=867 / 2014=527  
Number of years served: 12+ years  
Rate depends on program each individual client is qualified for, not more than \$35 (registered rate)

Gina Rakes, LPN  
Admissions Coordinator  
Ambassador Health  
4405 Normal Blvd  
Lincoln, NE 68506  
402-484-4510  
Email: [grakes@ambhealthsys.com](mailto:grakes@ambhealthsys.com)

Number of rides per year: 2013=246 / 2014=115  
Number of years served: 7+ years  
Current contracted rate: \$27.00 per trip

Ashley Schwenke, Transportation Contact  
Administrative Assistant  
Gateway Vista  
225 North 56<sup>th</sup> Street  
Lincoln, NE 68504  
402-464-6371  
Email: [Ashley.schwenke@gatewayvista.com](mailto:Ashley.schwenke@gatewayvista.com)

Number of rides per year: 2013=74 / 2014=32  
Number of years served: 3+ years  
Current contracted rate: \$27.00 per trip

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Application No. B-1439

Transport Plus of Lincoln  
dba Transport Plus  
P.O. Box 85026  
Lincoln, Nebraska 68501-5026

AFTER DUE INVESTIGATION, it is hereby certified that the above-named carrier has complied with all applicable provisions of Neb. Rev. Stat., Sections 75-301 to 75-322.04, (Reissue 2014), and the requirements, rules and regulations prescribed thereunder and, therefore, is entitled to receive authority from the Nebraska Public Service Commission to engage in transportation in Nebraska intrastate commerce as a motor carrier.

IT IS CERTIFIED, that pursuant to the Commission's Order, the said carrier be, and it is hereby, issued this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in Nebraska intrastate 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 granted to the said carrier.

AND IT IS FURTHER CERTIFIED, that the transportation service to be performed by the said carrier in Nebraska intrastate commerce shall be as specified below:

**SERVICE AND TERRITORY AUTHORIZED:**

Transport of: (a) retired and semi-retired persons 60 years old and older requiring specialized personal assistance, children 16 years and younger requiring specialized personal assistance, and visually impaired persons requiring specialized personal assistance between points in Lancaster County over irregular routes; (b) passengers requiring specialized personal assistance and their baggage from points in Lancaster County, on the one hand, and, on the other hand, points in Nebraska over irregular routes; (c) members of church and youth groups from points in Lancaster County, on the one hand, and, on the other hand, points in Nebraska over irregular routes. **RESTRICTIONS:** The transportation of railroad train crews and their baggage is not authorized.

**SUPPLEMENT NO. 1**

**SERVICE AND TERRITORY AUTHORIZED:**

Passengers that are ADA eligible between points in Lancaster County and from points originating in Lancaster County to points in Nebraska over irregular routes. **RESTRICTIONS:** (1) Restricted against taxi service. **OTHER RESTRICTIONS:** The transportation of railroad train crews and their baggage is not authorized. **HHS Designation:** Yes.

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

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APPLICATION NO. B-1439

PAGE 2

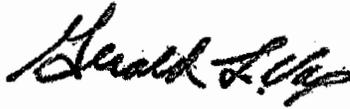
ISSUED at Lincoln, Nebraska, this 22<sup>nd</sup> day of April, 2015, pursuant to the order of April 21, 2015.

S

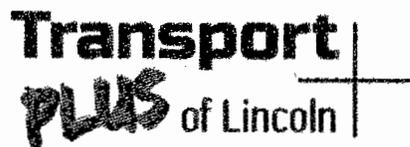
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A

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Gerald Vap  
Chairman



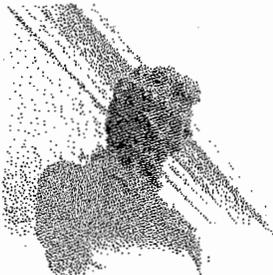
P.O. Box 85026  
Lincoln, NE 68501  
Phone (402) 805-7975  
Email [contactus@transportplusoflincoln.com](mailto:contactus@transportplusoflincoln.com)

Transport Plus Rate Submission based on an all-or-nothing pricing schedule (1.9.1)

#### 16.2.2 Per Trip Line Items

Please note that our registered rate with the NPSC is \$35.00 per one way trip in Lincoln City Limits.

Line 1	Full Fare – Rate Per Trip	\$26.00
Line 2	Half Fare – Rate Per Trip	\$10.00
Line 3	Wheelchair – Rate Per Trip	\$26.00
Line 4	Escort Fare – Rate Per Trip	No Charge



**CITY OF LINCOLN  
NEBRASKA**

**MAYOR CHRIS BEUTLER**

lincoln.ne.gov

StarTran  
Public Works and Utilities Department  
710 1/2 Street  
Lincoln, Nebraska 68508  
402-441-7185  
fax: 402-441-7055



October 14, 2013

Ms. Vicki Harding  
Transport Plus  
1525 Patterson Dr  
Lincoln, NE 68522

To Whom it May Concern,

Transport Plus has been under contract with the City of Lincoln, StarTran for Brokerage Services since January, 1999. They provide an average of 2,050 trips per month for ADA-qualified individuals. In the past three years StarTran has received no complaints with regard to their services.

Transport Plus is always available to accommodate all ADA-qualified transportation requests made by StarTran.

Sincerely,

Mike Davis  
Transit Manager

cc: Chris Connolly - City Law Dept

*transport plus ltr 10.2013*

16.2.4 Type and condition of equipment

16.2.4.1

<u>Van #</u>	<u>Year/Make/Model</u>	<u>W/C or Ambulatory &amp; capacity</u>	<u>Miles on 7/20/15</u>	<u>Condition</u>
1401	2012 Red Dodge Caravan	Wheelchair / 2w/c, 3 pass	65,841	Excellent
1402	2012 Red Dodge Caravan	Wheelchair / 2w/c, 3 pass	61,792	Excellent
1403	2013 Red Dodge Caravan	Wheelchair / 2w/c, 3 pass	50,539	Excellent
1404	2013 Red Dodge Caravan	Ambulatory / 6 passengers	43,925	Excellent
1405	2013 Red Dodge Caravan	Ambulatory / 6 passengers	45,574	Excellent
1501	2014 Red Dodge Caravan	Ambulatory / 6 passengers	19,755	Excellent

\* All wheelchair accessible vehicles have a 36" wide cut to accommodate larger power wheelchairs.

Transport Plus has the means and ability to purchase additional vans upon award of this contract. I have attached a letter from our banker at Cornhusker Bank that states our financial needs will be met. I have also attached a letter from Doug Tenney at Rent-A-Van stating that he is ready and willing to supply us with the vans we request.

16.2.4.2 Below is a picture of all 6 of our current vans as well as an inside picture of a wheelchair van and an ambulatory van to show condition.



**rent-a-van, inc.**

1530 Pioneers Blvd.  
Lincoln, NE 68502  
(402) 421-3400  
Fax: (402) 421-3486

06/09/2015



To whom it may concern,

I am the owner and general manager of Rent-A-Van, inc. We have been a Nebraska corporation since 1992. I have worked with Transport Plus inc. since it's inception. I have been the major supplier of their van inventory through those years. Transport Plus inc. has purchased passenger vans, mini vans and vans converted for wheelchair accessibility. They have always been in good standing.

I have met and have already started working with the new ownership of Transport Plus inc. and intend on continuing working with them. I will continue to be able to supply their van purchase needs no matter what the demand.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Tenney', with a stylized flourish at the end.

Doug Tenney

Owner and General Manager

Rent-A-Van, inc.



# CORNHUSKER

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## BANK

June 16, 2015

Transport Plus of Lincoln, Inc.  
David Brauer  
2601 W Denton Rd  
Lincoln NE 68523

Dear Sir or Madam,

I have known Dave Brauer since 2010 and he has had a relationship with Cornhusker Bank since 2006. I can confirm that David has made all payments as agreed, and handled all accounts positively with Cornhusker Bank.

I can also speak of Dave's strong character. Dave operates his business with compassion towards his employees and customers. He is very honest and possesses a very strong sense of integrity.

I would personally believe that Transport Plus of Lincoln, Inc. would qualify for additional financing if necessary based on past credit performance.

Please contact me with any questions.

Sincerely,

T. Michael Barrett  
VP Cornhusker Bank





P.O. Box 85026  
Lincoln, NE 68501  
Phone (402) 805-7975  
Email [contactus@transportplusoflincoln.com](mailto:contactus@transportplusoflincoln.com)

#### 16.2.5 Type and amount of driver training

After passing all background checks, physicals and pre-employment drug/alcohol screenings all Transport Plus drivers go through a minimum of 40 hours training. This training includes safety (including periodical safety handouts), wheelchair procedures, sensitivity (focusing on client needs), paperwork procedures, importance of staying on schedule, communication with clients and dispatcher, Lincoln geography, van cleanliness and representing all of our contractors in a professional manner knowing that we are providing a service on their behalf. We also provide an occasional online defensive driving training course that is suggested by our insurance carrier. We are more than happy to provide a copy of our Training Manual and our Drug/Alcohol Policy upon request. We do require employee participation in our annual In-service meetings. These meetings serve as a refresher course as well as to implement any new requirements.



# Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

Form  
**13**

Name and Mailing Address of Purchaser				Name and Mailing Address of Seller			
Name City of Lincoln				Name Transport Plus of Lincoln			
Legal Name							
Street Address (Do not use PO Box) 555 South 10th Street				Street or Other Mailing Address P.O. Box 85026			
City Lincoln	State NE	Zip Code 68508		City Lincoln	State NE	Zip Code 68501	

**Check Type of Certificate**

Single Purchase If single purchase is checked, enter the related invoice or purchase order number \_\_\_\_\_

Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

**Check One**  Purchase for Resale (Complete Section A.)  Exempt Purchase (Complete Section B.)  Contractor (Complete Section C.)

### Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

I hereby certify that the purchase, lease, or rental of \_\_\_\_\_ from the seller listed above is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business. The property or service will be resold either in the form or condition in which it was purchased, or as an ingredient or component part of other property or service to be resold.

I further certify that we are engaged in business as a:  Wholesaler  Retailer  Manufacturer  Lessor  
of Description of Product or Service Sold, Leased, or Rented \_\_\_\_\_

My Nebraska Sales Tax Permit Number is 01- \_\_\_\_\_

If none, state the reason \_\_\_\_\_

or Foreign State Sales Tax Number \_\_\_\_\_ State \_\_\_\_\_

### Section B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category \_\_\_\_\_ (insert appropriate number for the category of exemption described on the reverse side).

If exemption category 2 or 5 is claimed, enter the following information:  
Description of Items Purchased \_\_\_\_\_ Intended Use of Items Purchased \_\_\_\_\_

If exemption category 3 or 4 is claimed, enter your Nebraska Exemption Certificate number. 05- \_\_\_\_\_  
Do not enter your Federal Employer ID Number.

If exemption category 6 is claimed, the seller must enter the following information and sign this form below:

Description of Items Sold	Date of Seller's Original Purchase	Was tax paid when purchased by seller?		Was item depreciable?	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		

### Section C—For Contractors Only

#### 1. Purchase of building materials or fixtures.

As an Option 1 or Option 3 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above are exempt from Nebraska sales tax. My Nebraska Sales or Use Tax Permit Number is: \_\_\_\_\_

**2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment on behalf of \_\_\_\_\_** (exempt entity)

As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty applies to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

**sign here** →

Robert L Walla  
Authorized Signature

Asst. Purchasing Agent Title 8/5/15 Date

Robert L Walla  
Authorized Signature Name (please print)

**Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records.**

**Sellers cannot accept incomplete certificates.**

revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729

