

Ordinance

**CONTRACT DOCUMENTS
STARTRAN**

**CITY OF LINCOLN
NEBRASKA**

**CNG Trolleys - StarTran
RFP No. 16-121**

**National Bus Sales and Leasing, Inc.
P.O. Box 6549
Marietta, GA 30065
800-282-7981**

**CITY OF LINCOLN
STARTRAN
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between National Bus Sales and Leasing, Inc., P.O. Box 6549, Marietta, GA 30065, 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 and has caused to be published an advertisement for and in connection with said Work, to-wit:

CNG Trolleys - StarTran, RFP No. 16-121

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

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 full proposal with minimum and maximum amount.

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 spend a minimum of \$511,364.00 for an initial purchase of two (2) trolleys and up to an additional \$517,964.00 for two (2) additional trolleys (if needed and funding allows) over the five (5) year term for a maximum amount not to exceed \$1,029,328.00 for four (4) trolleys.

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.
 - 5.3) Termination for Lack of Funding. The City may terminate this Contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of City. In the event of unavailability of funds to pay any amounts due under this Contract, City shall immediately notify the Program Provider and this Contract shall terminate without penalty or expense to City. Upon termination, the City shall pay Program Provider for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Contract.
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 upon execution by both parties. The term of the Contract shall be a five (5) year term.
8. Non-Discrimination Clause. StarTran shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this Contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to the (Recipient) of its failure to carry out its approved program,

the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. Indemnification. To the fullest extent permitted by law, Service Provider shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Contract, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Service Provider, or anyone for whose acts any of them may be liable. This section will not require Service Provider to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive its governmental immunity by entering into this Contract and fully retains all immunities and defenses provided by law. This section survives any termination of this Contract.
10. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Response
 3. Attachment B - Clarification Letter
 4. Attachment C - Floor Plan
 5. Attachment D - Battery Information
 6. Addendum No. 1
 7. Specifications
 8. Attachment A - StarTran Bus Quality Inspection
 9. Federal Documentation
 10. Instructions to Bidders
 11. Insurance Requirements
11. Conflicts. To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, this agreement shall control.

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 - 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 Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

CONTRACT
CNG Trolleys - StarTran
RFP No. 16-121
City of Lincoln
National Bus Sales and Leasing, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

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

**CONTRACT
CNG Trolleys - StarTran
RFP No. 16-121
City of Lincoln
National Bus Sales and Leasing, Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information	Contact Information	Ship to Information
Bid Creator	Suzanne Ideus Asst. Purchasing Agent	Address
Email	SMIdeus@lincoln.ne.gov	Address
Phone	(402) 441-7414	StarTran 710 "J" St. Lincoln, NE 68508
Fax	(402) 441-6513	Contact
Bid Number	16-121 Addendum 1	Contact
Title	CNG Trolleys - StarTran	Department
Bid Type	RFP	Building
Issue Date	4/27/2016 05:26 PM (CT)	Floor/Room
Close Date	6/1/2016 12:00:00 PM (CT)	Telephone
Need by Date		Fax
	Address	Email
	710 J Street	
	Lincoln, NE 68508	
	Contact	
	Suzanne Ideus, Assistant Purchasing Agent	
	StarTran / Public Works & Utilities	
	Department	
	Building	
	Floor/Room	
	Telephone	
	(402) 441-7414	
	Fax	
	Email	
	SMIdeus@lincoln.ne.gov	

Supplier Information

Company National Bus Sales and Leasing, Inc
 Address P.O. BOX 6549
 MARIETTA, GA 30065
 Contact Jennifer Cobb
 Department
 Building
 Floor/Room
 Telephone 1 (800) 2827981 4230
 Fax 1 (770) 7954230
 Email jcobb@NATIONALBUSSALES.COM
 Submitted 6/1/2016 08:30:32 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Jennifer Cobb

Email jcobb@nationalbussales.com

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, contact the Purchasing Office at 402-441-7417 for additional assistance.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
2	Specifications	I acknowledge reading, understanding and agree to the REVISED specifications. I also hereby agree to return all of the documents required at time of submission and meet all of the Federal requirements associated with this RFP.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Sample Contract	I acknowledge reading, understanding and agree to the sample contract.	Yes
5	Federal Requirements	I have read, understand and accept the terms as outlined in the RFP Specifications Attachment and agree to follow those requirements as part of this bid and any subsequent contracts.	Yes
6	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
7	Protest Procedures - Fed Transit	<p>I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, the protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of the recipient's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest."</p> <p>For further information on a protest, a Vendor may contact the City Purchasing Agent.</p>	Yes
8	Assignability Conditions	I acknowledge and understand that the Vendor shall not assign any portion of the work to be performed under the terms of a contract or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities hereunder without the prior written consent of the City of Lincoln.	Yes
9	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes

- 10 Firm Fixed Price I understand that the contract type resulting from this RFP will be a "Firm-fixed price contract with options" Yes
- 11 Purchase Order, Contract and Delivery Contact The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services.
Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded. Jennifer Cobb 817.636.6314
jcobb@nationalbussales.com
- 12 DBE Information The City of Lincoln Transit Program(StarTran) requests Disadvantaged Business Enterprise (DBE) information from each Vendor submitting a bid for products and services. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.
Are you a registered DBE with the State of Nebraska or any other State or Entity? YES or NO?
If YES, name the state or entity.
IF YES OR NO, PLEASE ANSWER THE QUESTIONS BELOW!

What is the age of your business?

What are the annual gross receipts of your business - List One:
A. - \$0 - \$500,000.00
B. - \$500,000.00 - \$1 Million
C. - \$1 Million - \$5 Million
D. - Over \$5 Million No, 41yrs, "D"
- 13 Small Business Participation The City of Lincoln Transit Program(StarTran) wishes to foster small business participation in its bids for products and services purchased for StarTran. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.(If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.) 1) No 2) No 3)yes

1) Are you a Small Business according to the NAICS size guidelines? YES or NO?
If YES, what is the category you are listed under, the number of employees you have and the average annual receipts?

2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO
If YES, name the Sub-Contractors in the space provided.

3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO
If NO, why?
- 14 Federal Certificates I acknowledge and accept that all Federal Certificates contained in the RFP Specifications will be completed and attached to the Response Attachment section of this proposal. Yes

15	Pricing Schedule	Our company has completed all pages of the Pricing Schedule found in the RFP and our Proposal contains a firm-fixed price for each of the five (5) years of the contract.	Yes
16	Price Adjustments	<p>Our company has read, understands and agrees to the language stated in the RFP Specifications under 4.3.4 "Price Adjustments". Specifically, that other than "Changes of Law" as described in the RFP Specifications section 3.14, that the successful Contractor may not present price adjustments/increases during the remainder of the contract."</p> <p>Our company understands that any price increase presented in our "Pricing Schedule" submitted with the RFP response for years 2 through 5 must not exceed 1.5% per year from the previous year's pricing.</p> <p>Further, our "Pricing Schedule" has been completed according to the provisions allowed in the RFP Specifications.</p>	Yes
17	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
18	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Office the correct number of paper copies of my proposal and a CD/Zip Drive as requested in the Specifications.	Yes
19	Contact	Name of person submitting this bid:	Jennifer Cobb
20	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 16-121 CNG Trolleys - StarTran is available. Please prepare your written response and return your proposals as indicated in the specifications. Respond to the attribute section and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions regarding how to submit your response on E-Bid, please call 402-441-7417.	\$0.00

Item Notes:

Supplier Notes:

Response Total: \$0.00

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Suzanne Ideus Asst. Purchasing Agent	Address	710 J Street	Address	StarTran 710 "J" St. Lincoln, NE 68508
Email	SMIdeus@lincoln.ne.gov		Lincoln, NE 68508	Contact	
Phone	(402) 441-7414	Contact	Suzanne Ideus, Assistant Purchasing Agent	Department	
Fax	(402) 441-6513		StarTran / Public Works & Utilities	Building	
Bid Number	16-121 Addendum 1	Department		Floor/Room	
Title	CNG Trolleys - StarTran	Building		Telephone	
Bid Type	RFP	Floor/Room		Fax	
Issue Date	4/27/2016 05:26 PM (CT)	Telephone	(402) 441-7414	Email	
Close Date	6/1/2016 12:00:00 PM (CT)	Fax			
Need by Date		Email	SMIdeus@lincoln.ne.gov		

Supplier Information

Company National Bus Sales and Leasing, Inc
 Address P.O. BOX 6549

 MARIETTA, GA 30065
 Contact Jennifer Cobb
 Department
 Building
 Floor/Room
 Telephone 1 (800) 2827981 4230
 Fax 1 (770) 7954230
 Email jcobb@NATIONALBUSSALES.COM
 Submitted 6/1/2016 08:30:32 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Jennifer Cobb

Email jcobb@nationalbussales.com

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, contact the Purchasing Office at 402-441-7417 for additional assistance.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
2	Specifications	I acknowledge reading, understanding and agree to the REVISED specifications. I also hereby agree to return all of the documents required at time of submission and meet all of the Federal requirements associated with this RFP.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Sample Contract	I acknowledge reading, understanding and agree to the sample contract.	Yes
5	Federal Requirements	I have read, understand and accept the terms as outlined in the RFP Specifications Attachment and agree to follow those requirements as part of this bid and any subsequent contracts.	Yes
6	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
7	Protest Procedures - Fed Transit	<p>I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, the protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of the recipient's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest."</p> <p>For further information on a protest, a Vendor may contact the City Purchasing Agent.</p>	Yes
8	Assignability Conditions	I acknowledge and understand that the Vendor shall not assign any portion of the work to be performed under the terms of a contract or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities hereunder without the prior written consent of the City of Lincoln.	Yes
9	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes

- 10 Firm Fixed Price I understand that the contract type resulting from this RFP will be a "Firm-fixed price contract with options" Yes
- 11 Purchase Order, Contract and Delivery Contact The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Jennifer Cobb 817.636.6314 jcobb@nationalbussales.com
Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.
- 12 DBE Information The City of Lincoln Transit Program(StarTran) requests Disadvantaged Business Enterprise (DBE) information from each Vendor submitting a bid for products and services. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal. No, 41yrs, "D"
Are you a registered DBE with the State of Nebraska or any other State or Entity? YES or NO?
If YES, name the state or entity.
IF YES OR NO, PLEASE ANSWER THE QUESTIONS BELOW!

What is the age of your business?

What are the annual gross receipts of your business - List One:
A. - \$0 - \$500,000.00
B. - \$500,000.00 - \$1 Million
C. - \$1 Million - \$5 Million
D. - Over \$5 Million
- 13 Small Business Participation The City of Lincoln Transit Program(StarTran) wishes to foster small business participation in its bids for products and services purchased for StarTran. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.(If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.) 1) No 2) No 3)yes

1) Are you a Small Business according to the NAICS size guidelines? YES or NO?
If YES, what is the category you are listed under, the number of employees you have and the average annual receipts?

2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO
If YES, name the Sub-Contractors in the space provided.

3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO
If NO, why?
- 14 Federal Certificates I acknowledge and accept that all Federal Certificates contained in the RFP Specifications will be completed and attached to the Response Attachment section of this proposal. Yes

15	Pricing Schedule	Our company has completed all pages of the Pricing Schedule found in the RFP and our Proposal contains a firm-fixed price for each of the five (5) years of the contract.	Yes
16	Price Adjustments	<p>Our company has read, understands and agrees to the language stated in the RFP Specifications under 4.3.4 "Price Adjustments". Specifically, that other than "Changes of Law" as described in the RFP Specifications section 3.14, that the successful Contractor may not present price adjustments/increases during the remainder of the contract."</p> <p>Our company understands that any price increase presented in our "Pricing Schedule" submitted with the RFP response for years 2 through 5 must not exceed 1.5% per year from the previous year's pricing.</p> <p>Further, our "Pricing Schedule" has been completed according to the provisions allowed in the RFP Specifications.</p>	Yes
17	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
18	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Office the correct number of paper copies of my proposal and a CD/Zip Drive as requested in the Specifications.	Yes
19	Contact	Name of person submitting this bid:	Jennifer Cobb
20	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 16-121 CNG Trolleys - StarTran is available. Please prepare your written response and return your proposals as indicated in the specifications. Respond to the attribute section and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions regarding how to submit your response on E-Bid, please call 402-441-7417.	\$0.00

Item Notes:

Supplier Notes:

Response Total: \$0.00



15580 Hwy 114
Justin, TX 76247
800.282.7981 or 817.636.2365
Fax: 817.636.2947
www.nationalbussales.com

Suzanne,

Please accept my apology for mislabeling the "Packages" as "Parts"; they are one in the same.

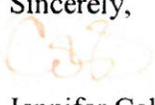
In #4 is confidential/proprietary information in its entirety. The only item in this binder is our financial information and would like to keep this binder between City of Lincoln and National Bus Sales.

The "miscellaneous" items are located within the bid. Most of the criteria that are met are located within the Altoona Report, the FTA certifications (located in #3) and the Build Sheet/Floorplan (located in #2).

I included the Technical Letter in the binders requested; however, as part of the Package #1 the Hometown Trolley brochure will attest to the safety and standard reliability. National Bus Sales has included our Mission Statement as well as the Hometown Mission Statement, our Organization chart to attest the strong support we have as partnering companies and the After Service plan that will show any after the purchase info that you might need. There was not a cost value placed on the maintaining of the Trolley.

Thank you for allowing these clarifications, should you need additional information please let me know.

Sincerely,

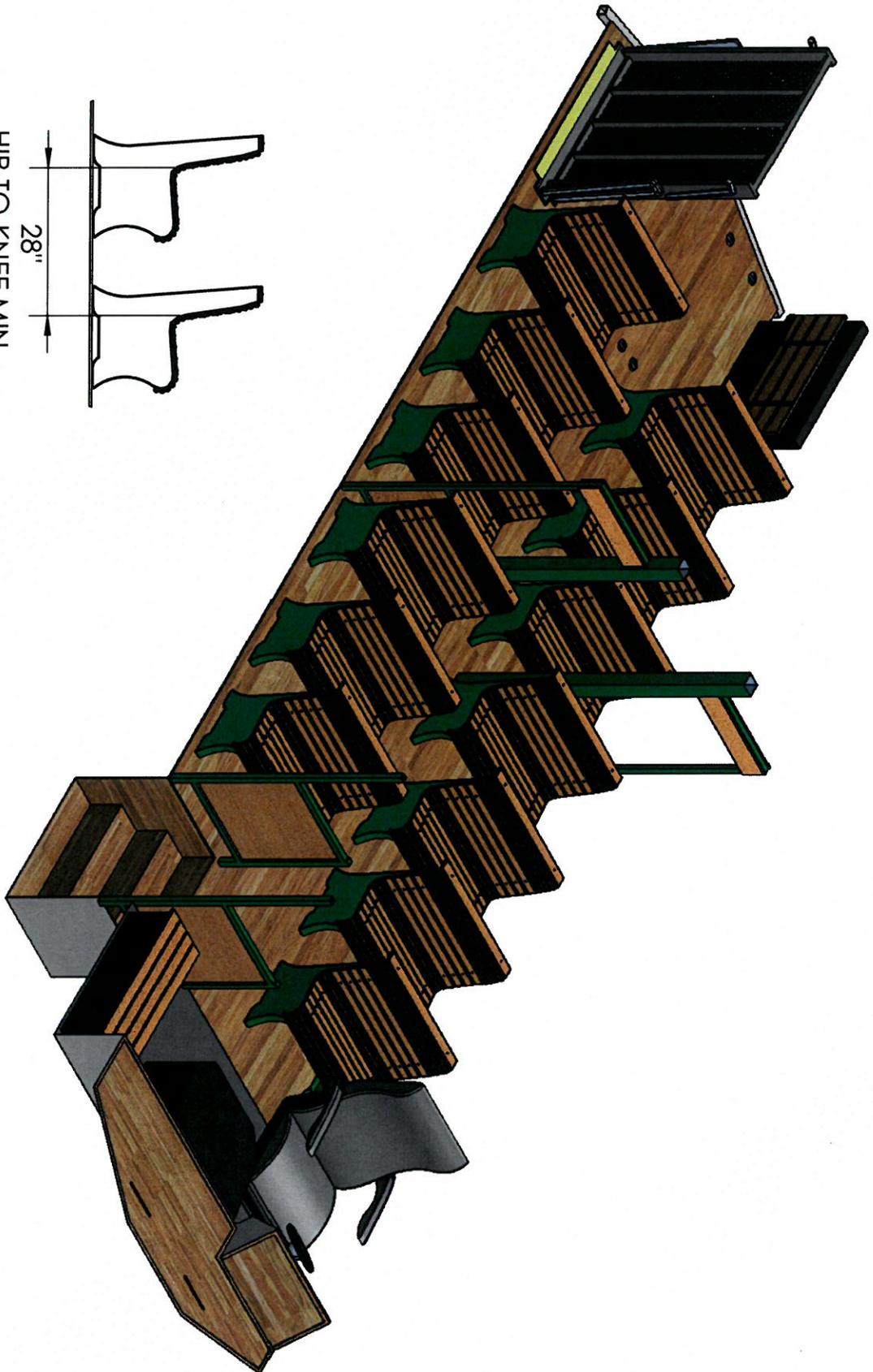

Jennifer Cobb
National Bus Sales & Leasing, Inc.
Sales Coordinator

2

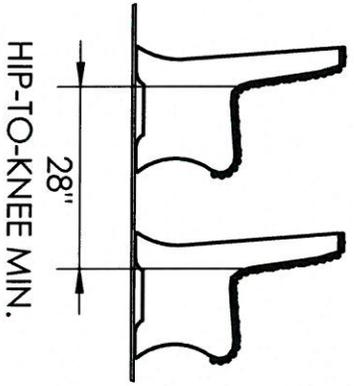
1 Attachment C

1 of 2

B



A

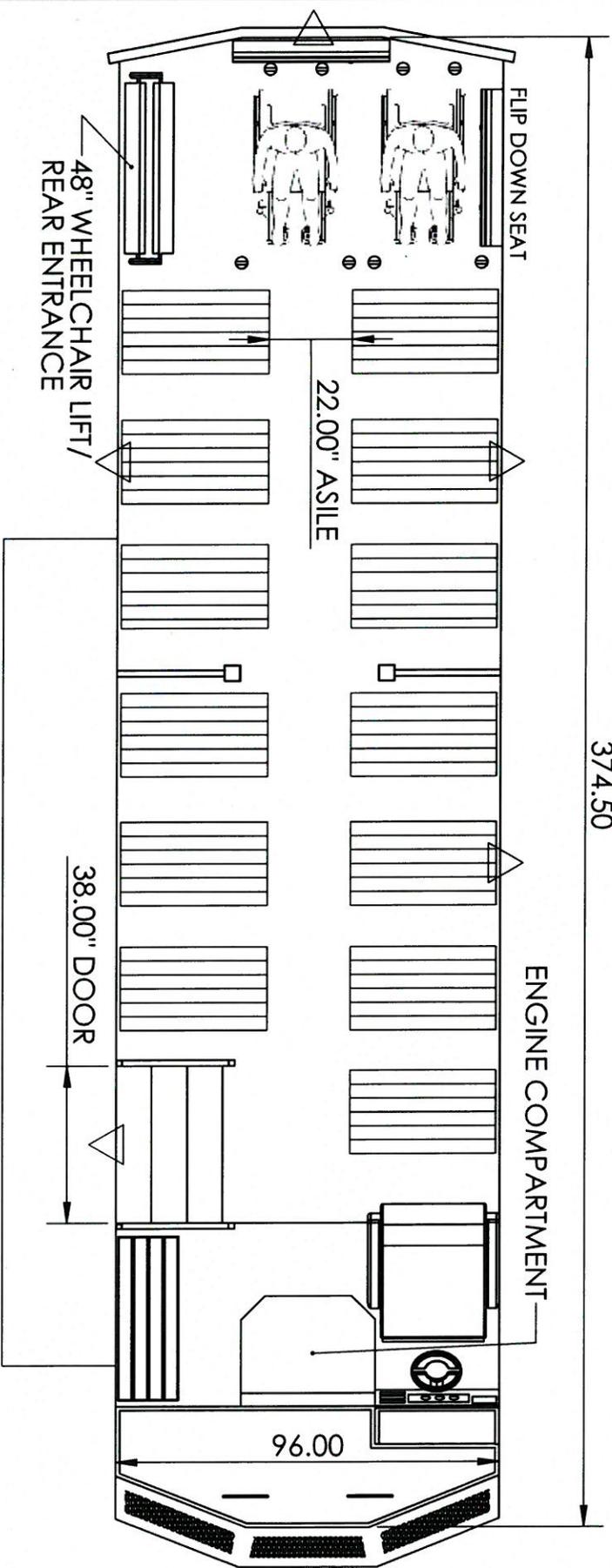


2

1

B

A



A

B

B

A

△ = EMERGENCY EXIT

NAME	DATE	TITLE:
TMJ	3/4/16	HOMETOWN TROLLEY
CHECKED		VILLAGER
ENG APPR.		208WB, 32 PASS.
MFG APPR.		
Q.A.		

COMMENTS:

PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF HOMETOWN TROLLEY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF HOMETOWN TROLLEY IS PROHIBITED.



SIZE DWG. NO. **A** HT2016-FP-103
 SCALE: 1:40 WEIGHT: SHEET 1 OF 2

2

1



BATTERY INFORMATION



Battery Compartment is located on the passenger side of the trolley in a sealed compartment with transit style disconnect. (2) Alliance ABP 1110cca series with a 12 month warranty. A Fast Acting 275 amp fuse is located inside the battery compartment in a grey plastic enclosure. The batteries are mounted on a rollout battery tray for ease of maintenance and charging.

