

**Amendment to Agreement for
Annual Requirements for StarTran Brokerage Services
Bid No. 13-351
(Amend Date of Contract)**

This Amendment is hereby entered into on this 13th day of May, 2014, by and between **Servant Cab dba Yellow Cab & Capital Cab, 320 W. P St., Lincoln, NE 68528** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **May 2, 2014**, under E. O. No. **87151**, (the "Contract"), for **Annual Requirements for StarTran Brokerage Services, Bid No. 13-351**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement stated April 1, 2014 thru March 31, 2015, with the option to renew for one (1) additional one (1) year period upon written mutual consent of both parties; and

WHEREAS, the parties wish to amend the contract period to be May 18, 2014 through May 17, 2015 with the option of one (1) additional one (1) year term; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 87151, and stated herein the parties agree as follows:

- 1) The parties agree to amend the contract period to be May 18, 2014 through May 17, 2015 with the option of one (1) additional one (1) year term.
- 2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

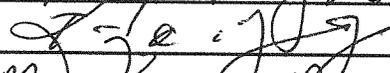
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

| |
|--|
| Dated this <u>13th</u> day |
| of <u>May</u> 2014 |
| Director, Public Works & Utilities  |

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

| | |
|--|--|
| Company Name: (PLEASE PRINT) | SERVANT CAB CO. LLC. |
| By: (PLEASE PRINT) | KIRBY A. YOUNG |
| By: (PLEASE SIGN) |  |
| Title: | MANAGING MEMBER |
| Contact Person for this contract | KIRBY A. YOUNG |
| Company Address: (PLEASE PRINT) | 320 W. P ST. |
| Company Phone & Fax: (PLEASE PRINT) | 402-477-4111 402-476-9352 |
| E-Mail Address: (PLEASE PRINT) | SERVANTTAXI@GMAIL.COM |
| Date | 5/8/14 |

14020195

**CONTRACT DOCUMENTS
STARTRAN**

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
StarTran Brokerage Services
Bid No. 13-351**

**Servant Cab
dba Yellow Cab & Capital Cab
320 W. P St.
Lincoln, NE 68528
402-477-4111**

**CITY OF LINCOLN
STARTRAN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between Servant Cab dba Yellow Cab & Capital Cab, 320 W. P St., Lincoln, NE 68528, 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:

For providing StarTran Brokerage Services, Bid No. 13-351
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 and Exhibit 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 products/services, according to the pricing as listed on Exhibit A, a copy thereof being attached to and made a part of this Contract for a total of \$455,620.00. The City shall use on an as needed basis for the duration of the contract.

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. Contract Term. This Contract be effective April 1, 2014 through March 31, 2015. The term of the Contract shall be a one (1) year term with the option of one (1) additional one (1) 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 agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. 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. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreements
2. Accepted Proposal/Supplier Response
3. Exhibit A
4. Addendums No. 1, 2 and 3
5. Special Provisions
6. Specifications
7. Brokerage History
8. Federal Documents
9. Instructions to Bidders
10. Insurance Requirements
11. Sales Tax Exemption Forms 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Judy L. Rubas
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive No. _____

087151

dated _____

May 2, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

SERVANT CAR CO. LLC
Name of Corporation

330 W. P St. Lincoln, NE 68528
(Address)

[Signature]
By: _____
Duly Authorized Official

Managing Member
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/Lancaster County (Lincoln Purchasing) Supplier Response

| Bid Information | | Contact Information | | Ship to Information | |
|-----------------|--|---------------------|---|---------------------|--|
| Bid Creator | Robert Walla Asst. Purchasing Agent | Address | Purchasing 440 S. 8th St. Lincoln, NE 68516 | Address | StarTran 710 J St. Lincoln, NE 68508 |
| Email | rwalla@lincoln.ne.gov | Contact | Robert Walla Asst. Purchasing Agent | Contact | |
| Phone | 1 (402) 441-8309 | | | Department | |
| Fax | 1 (402) 441-6513 | | | Building | |
| Bid Number | 13-351 Addendum 3 | Department | | Floor/Room | |
| Title | StarTran Brokerage Services | Building | Suite 200 | Telephone | |
| Bid Type | RFP | | | Fax | |
| Issue Date | 12/06/2013 | Floor/Room | | Email | |
| Close Date | 12/23/2013 12:00:00 PM CT | Telephone | 1 (402) 441-8309 | | |
| Need by Date | | Fax | 1 (402) 441-6513 | | |
| | | Email | rwalla@lincoln.ne.gov | | |

Supplier Information

| | |
|------------|---------------------------------------|
| Company | Yellow Cab |
| Address | 320 W. P st. Lincoln, NE 68528 |
| Contact | KIRBY A. YOUNG |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | 1 (402) 477-4111 |
| Fax | 1 (402) 476-9352 |
| Email | SERVANTTAXI@GMAIL.COM |
| Submitted | 12/23/2013 10:11:21 AM CT |
| Total | \$432,839.00 |
| Signature | |

Supplier Notes

We have received a quote for the additional insurance requirements from our insurance company Forsythe Ins. Steve Mason agent. Based on the substantial increase in cost to us our bid is an all or nothing bid as outlined in 1.9.1 of the Specifications. If the city would be willing to use the State of Nebraska requirements that are currently in place with the PSC we would be able to take any portion of the bid. Thank you

Bid Notes

All Vendors must respond through the ebid system. Please follow instructions regarding attachments required with the bid.

Bid Activities

Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|----|----------------------------|---|---|
| 1 | Electronic Signature | Please check here for your electronic signature. | Yes |
| 2 | Instructions to Bidders | I acknowledge reading and understanding the Instructions to Bidders. | Yes |
| 3 | Contact | Name of person submitting this bid: | KIRBY A. YOUNG |
| 4 | Insurance Requirements | I acknowledge reading and understanding the Insurance Requirements and will submit an Accord Certificate as part of my RFP response or upon request. | Yes |
| 5 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 6 | RFP Submittals | I have completed all of the submittals required in the specifications for the RFP on company letterhead and attached them in the Response Attachments section of my ebid response. | Yes |
| 7 | Page 2 - Attachments | Please note that there is a page 2 of Attachments that you must review as part of your bid. | Yes |
| 8 | DUNS Requirement | A DUNS (Data Universal Numbering System) Number is required to award a Federal Grant contract. Please list your DUNS number in the space provided. If you do not have a DUNS number go to http://fedgov.dnb.com/webform/CCRSearch.do Failure to obtain a DUNS number may result in the rejection of your bid. | 966157369 |
| 9 | SAM Requirement | Vendors must be registered with the System for Award Management (SAM) system to be eligible for award on this bid due to the use of Federal Grant funds. Are you registered with SAM? YES or NO IF NO, YOUR BID MAY BE REJECTED To register in the SAM system go to www.sam.gov - Click: Create User Account. | YES |
| 10 | Small Business Information | The City of Lincoln wishes to foster small business participation in its bids for products and services purchased. 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) 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 | YES, TRANSPORTATION TAXI (48531), 48 EMPLOYEES, \$1.7-\$2.3 MILLION |

| | | | |
|----|---|---|-----------------|
| | small businesses, including DBE's, can reasonably perform? YES or NO If NO, why? | | |
| 11 | DBE Information | <p>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</p> | No, 13 years, C |
| 12 | Protest Procedures - Fed Transit | 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, I may file a protest with the Federal Transit Authority after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent. | Yes |
| 13 | 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 |
| 14 | Term Clause with Escallation/De-Escalation | I acknowledge that the term of the contract will be a (2) two year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____ | A, Yes |
| 15 | 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 |
| 16 | Agreement to Addendum No. 2 | 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 |
| 17 | Drug and Alcohol Testing | The City of Lincoln StarTran has selected Option 2 as the requirement for Drug/Alcohol Testing as written in the form attached to the Bid Attachment section of the ebid. I acknowledge reading, understanding and accepting the form and will abide by all it's requirements. | Yes |

18 Agreement to Addendum No. 3

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Yes
 No
Reason: See Bid Attachments section for Addendum information.

Line Items

| # | Qty | UOM | Description | Response |
|---|--------|-----|--|--------------|
| 1 | 14,715 | EA | Full Fare - Rate Per Trip Only list the per trip cost in the Unit Price box! | \$19.00 |
| <p>Item Notes:</p> <p>Supplier Notes: This \$19.00 per trip is a maximum rate. All trips will be on the meter so the city will see the additional benefit of much lower rates for shorter trips as well, with a cap at \$19.00. Example: A 1 mile trip is only \$8.75, two miles \$12.65, three miles \$16.55. Our PSC metered rate is currently \$5.15 for the first 13th of a mile and \$.30 per addtl 13th. So the cost of each trip will vary based on mileage below approx. 3.7 miles and be capped at \$19.00. This also applies to all wheelchair trips.</p> | | | | |
| 2 | 109 | EA | Half Fare - Rate Per Trip Only list the per trip cost in the Unit Price box! | \$0.00 |
| <p>Item Notes:</p> <p>Supplier Notes: I am not sure what this is? A escort or an additional rider all ride for free.</p> | | | | |
| 3 | 8,066 | EA | Wheel Chair Fare - Rate Per Trip Only list the per trip cost in the Unit Price box! | \$19.00 |
| <p>Item Notes:</p> <p>Supplier Notes: Please See Full Fare notes.</p> | | | | |
| 4 | 218 | EA | Escort Fare - Rate Per Trip Only list the per trip cost in the Unit Price box! | \$0.00 |
| <p>Item Notes:</p> <p>Supplier Notes:</p> | | | | |
| Response Total: | | | | \$432,839.00 |

EXHIBIT A
REVISED PRICING SHEET
ONE YEAR CONTRACT TERM

| | | | |
|----|----------------------------------|------------|---|
| 1. | Full Fare - Rate Per Trip | 14,715 Ea. | Unit Price Per Trip: <u>\$20.00 MAX.*</u> |
| 2. | Half Fare - Rate Per Trip | 109 Ea. | Unit Price Per Trip: <u>0</u> |
| 3. | Wheel Chair Fare - Rate Per Trip | 8,066 Ea. | Unit Price Per Trip: <u>\$20.00 MAX.*</u> |
| 4. | Escort Fair - Rate Per Trip | 218 Ea. | Unit Price Per Trip: <u>0</u> |

* CAB Meter Charge with \$20.00 MAXIMUM RATE.
Any Trip Currently under 3.6 miles is Less than \$20.00.

Authorized Signature: [Signature]

Title: MANAGER

Company Name: SERVANT CAB CO. LLC.

Date: 2/13/14

* Please Call with any Questions on Pricing.

For City Use Only:

Total Line 1: 294,300.00

Total Line 2: 0

Total Line 3: 161,320.00

Total Line 4: 0

Total 4 Lines: 455,620.00

SERVANT CAB CO LLC

320 WEST P STREET

LINCOLN, NE 68528

402-477-4111

Vehicles:

| | <u>CAB #</u> | <u>YEAR</u> | <u>MAKE/MODEL</u> | <u>Type</u> | <u>Age(years)</u> |
|----|--------------|-------------|---------------------|----------------|-------------------|
| 1 | 21 | 2002 | Dodge Caravan | W/C Accessible | 11 |
| 2 | 22 | 2002 | Ply. Town & Country | VAN | 11 |
| 3 | 23 | 2004 | Dodge Caravan | W/C Accessible | 9 |
| 4 | 24 | 2007 | Toyota Prius | CAR | 6 |
| 5 | 25 | 2007 | Toyota Prius | CAR | 6 |
| 6 | 26 | 2008 | Toyota Prius | CAR | 5 |
| 7 | 28 | 2007 | Toyota Prius | CAR | 6 |
| 8 | 29 | 2005 | Dodge Caravan | W/C Accessible | 8 |
| 9 | 31 | 2007 | Toyota Prius | CAR | 6 |
| 10 | 32 | 2006 | Toyota Prius | CAR | 7 |
| 11 | 33 | 2007 | Dodge Caravan | W/C Accessible | 6 |
| 12 | 34 | 2008 | Toyota Prius | CAR | 5 |
| 13 | 35 | 2007 | Toyota Prius | CAR | 6 |
| 14 | 36 | 2005 | Toyota Prius | CAR | 8 |
| 15 | 37 | 2007 | Toyota Prius | CAR | 6 |
| 16 | 38 | 2008 | Toyota Prius | CAR | 5 |
| 17 | 39 | 2008 | Toyota Prius | CAR | 5 |
| 18 | 43 | 2006 | Toyota Prius | CAR | 7 |
| 19 | 44 | 2000 | Dodge Caravan | VAN | 13 |
| 20 | 45 | 2001 | Plymouth Voyager | VAN | 12 |
| 21 | 46 | 2005 | Ply. Town & Country | W/C Accessible | 8 |
| 22 | 47 | 1997 | Dodge Caravan | VAN | 16 |
| 23 | 50 | 2005 | Dodge Caravan | VAN | 8 |
| 24 | 52 | 1997 | Plymouth Voyager | VAN | 16 |
| 25 | 53 | 1997 | Plymouth Voyager | VAN | 16 |
| 26 | 58 | 2001 | Dodge Caravan | VAN | 12 |
| 27 | 65 | 1998 | Plymouth Voyager | VAN | 15 |
| 28 | 72 | 2002 | Ply. Town & Country | VAN | 11 |
| 29 | 88 | 2001 | Ply. Town & Country | VAN | 12 |

SERVANT CAB CO LLC

320 WEST P STREET

LINCOLN, NE 68528

402-477-4111

References,

1. American Medical Response(AMR)
210 S. 77th Street
Omaha, Ne 68114

Contact: Lou Deahl
Contact Email: lou.deahl@amr.net
Contact Phone: 402-972-4004

Years of service: 2
Dollar amount of contract: \$384,000 per year

2. Department of Health and Human Services
1050 N Street
Lincoln, Ne 68508

Contact: Caryl McKenzie
Contact Email: caryl.mckenzie@nebraska.gov
Contact Phone: 402-471-5389

Years of service: 11
Dollar amount of contract: \$120,000 per year

3. Lincoln Public Schools
5901 O Street
Lincoln, Ne 68501

Contact: Pete Ferguson
Contact Email: pfergus@lps.org
Contact Phone: 402-436-1974

Years of service: 11
Dollar amount of contract: \$240,000 per year

SERVANT CAB CO LLC

320 WEST P STREET

LINCOLN, NE 68528

402-477-4111

Type of and amount of training,

Pre-employment:

Our pre-employment training begins with our application process. All potential employees must take a street knowledge test. After they take this test we can determine whether they need any further training with regards to efficiency in maneuvering to various points within the city. Next, a potential employee must pass our certified defensive driving course, Driver's Alert. Driver's Alert is a nationally recognized online defensive driving course and is administered by One Source, the company who performs our federal and state background checks. Upon successful completion of the defensive driving course, background tests and street knowledge test, we make the determination on whether or not to hire them for the position. At this point, our new employee receives more in depth training on our policies regarding driver to client conduct. Our drivers are instructed how to properly assist clients who are visually impaired as well as clients who may have various types of physical or mental disabilities. We educate them on their responsibility to understand the sensitivities and special needs of all clients, including youth. It is our policy that any new driver also is trained on the job by a current driver until they feel comfortable to work on their own.

On-going/wheel chair accessible training:

All drivers, phone operators and dispatchers are required to attend annual sensitivity and special needs training offered by Lincoln Public Schools. It is mandatory that employees attend monthly meetings held in our office. In these meetings we address any new concerns we have related to the safety of our employees and clients. It is our policy that no driver transports a client in a wheel chair without proper training. Drivers for wheel chair accessible vehicles are selected after careful consideration and trained by an experienced instructor. These drivers are trained extensively on correctly securing the wheel chair and client inside the vehicle. They are also educated on how to properly assist these clients to and from the vehicle including any who may have to transfer from their wheel chair.

**SPECIFICATIONS
FOR
STARTRAN BROKERAGE SERVICE**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of the City of Lincoln to enter into a contract/s for providing efficient and prompt transportation services to all persons identified by request from the City transit department, hereinafter referred to as StarTran.
 - 1.1.1 Service shall be provided during the following hours:
 - 1.1.1.1 Monday through Saturday 5:15am to 7:15pm with no Sunday service.
 - 1.1.1.2 Monday through Friday 6:00am - 9:30pm within a 3/4 mile radius of Routes #24 and #25.
 - 1.1.1.3 StarTran reserves the right to expand, contract, change or alter services in any way deemed necessary to provide services as-needed throughout the term of an awarded contract.
 - 1.1.1.3.1 In the event a change of service is required, Contractor will be notified and a contract amendment which meets the FTA Procurement guidelines will be executed by all parties.
 - 1.1.1.3.2 Up to 30 days notice in a change of service will be provided to the Vendor unless an emergency service need arises and service is required sooner.
 - 1.1.3 **This contract is only available to StarTran for this type of service.**
- 1.2 The Contractor shall at all times have sufficient vehicles and personnel to meet the 30 minute maximum wait time for service under the Program.
 - 1.2.1 Contractor must conform to a 95% on-time pick up within the ready window.
- 1.3 The term of an agreement shall be two (2) years from February 15, 2014 through February 13, 2016 with options to renew for two (2) additional two (2) year terms upon mutual agreement by all parties.
 - 1.3.1 Bid prices must remain firm for first year of contract unless otherwise noted on the Vendors RFP submittal.
 - 1.3.1.1 Any price increases must be submitted in writing 30 days prior to taking effect. The City reserves the right to deny the price increase, cancel the contract and rebid if price increases are not fair and reasonable.
 - 1.3.1.2 The evaluation of cost will consider any price increases noted in the bid information.
 - 1.3.2 An Annual Requirements contract will be issued to the awarded Contractor/s upon recommendation by StarTran and the Vendor meeting all requirements as outlined in these Specifications and the ebid system.
- 1.4 Vendors shall submit bid documents and all supporting material via e-bid.
 - 1.4.1 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or Fax:(402)441-6513.
 - 1.4.2 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 1.4.3 The City/County Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.5 Awarded Contractor agrees to follow all Federal Transit Administration (FTA) regulations and requirements as they are listed in the specifications, bid documents, 49 CFR and 4220.1F of the FTA regulations.
- 1.6 StarTran shall not make purchases on the awarded contract in an amount which would exceed 10% of the total contracted price.
 - 1.6.1 If this amount is exceeded in any year of the contract, a new bid may be solicited or contract amendment completed according to FTA Procurement Guidelines.
- 1.7 Vendor MUST provide a quarterly report to StarTran and the City Purchasing office which shows the services provided and paid for by Startran.
 - 1.7.1 Report must also provide unit pricing and total amount spent during this time period.
 - 1.7.2 Failure to send this report may result in the termination of the contract and

- exclusion of the Contractor on future Startran bids.
- 1.7.3 You must list the bid number, bid name and company name on the report and the words, "Startran Report" on the outside of the envelope or email to the designated individuals at each location.
- 1.8 Only companies that have been approved through RFQ 13-121 and who have successfully been licensed by the Nebraska Public Service Commission are eligible to submit a response to this RFP.
- 1.9 The City reserves the right to award a contract to more than one company if it is in the best interest of the City to do so.
- 1.9.1 Vendor must indicate in their bid response if their pricing is based on an all-or-nothing pricing schedule.

2. PAYMENT AND COMPENSATION

- 2.1 The Contractor shall provide to the City all discounts allowable under the rules and regulations of the regulator agency, the "Public Service Commission" of the State of Nebraska.
- 2.2 The Contractor agrees to comply with the following procedures regarding payment for services provided under this Agreement:
- 2.2.1 All service shall be recorded in a manner prescribed by the City or the designated representative of the City's Director of Public Works and Utilities.
- 2.2.1.1 A charge slip shall be completed by the Contractor as prescribed for each one-way passenger (or "group") trip provided under this Agreement.
- 2.2.1.2 See Appendix C - This is an example of a charge slip, the Contractor will be responsible for design and production of these forms, with approval by the City.
- 2.2.2 For the transportation of persons eligible for service under an Agreement, the following conditions and maximum rates of compensation to the Contractor shall apply:
- 2.2.2.1 Complete the Line Items as listed on a per trip basis.
- 2.2.2.1.1 Any deviations from the Line Item description or the Specifications must be attached to the Response Attachment section of your E-Bid response.
- 2.2.2.2 During the term of this contract, the City of Lincoln may find it desirable to alter the user charge or service hours.
- 2.2.2.3 Eligibility for an escort will be determined for each patron individually and will be indicated on the patron's I.D. card.
- 2.2.3 The amount listed in the Line Items shall constitute and be accepted by the Contractor as payment in full for the services provided under this section.
- 2.2.3.1 Persons transported under this Agreement shall not be charged more than the amounts designated, nor shall the City provide to the Contractor more than an amount which, together with the User Payment and additional - rider's fee, equals rates established.
- 2.2.4 The Contractor shall not seek or receive from any source any additional compensation other than the Bid Line Items for any transportation provided as Type A Service.
- 2.2.5 The Contractor shall prepare and submit to the City or the designated representative of the City's Director of Public Works and Utilities within five calendar days of the last day of each month a summary of previously unreported trips provided under this Agreement, copies of all charge slips for which reimbursement is requested, all StarTran special transportation adult tickets collected as user fares, and a request for reimbursement of the amount bid.
- 2.2.5.1 Frequencies less than each month are acceptable as are weekly or bi-weekly.
- 2.2.5.2 Reimbursement shall only be provided for those eligible trips which occurred within the previous two billing periods.
- 2.2.5.3 Payment shall be made within 30 days after receipt of a complete and accurate invoice.

- 2.2.6 The Contractor shall not seek or receive double fare for designated trips for additional riders whose origin or destination is the same or different than that of the first user.
 - 2.2.6.1 Total compensation for the designated trip is fare from the first point of origin to the last drop off point.
- 2.2.7 The Contractor must submit Management Information System (MIS) data collection form annually by March of each year.(see appendix D)
- 2.2.8 The Contractor will be audited annually by the City to ensure compliance with FTA guidelines.
- 2.2.9 The Contractor is required to allow StarTran fare device equipment to be installed on Contractor vehicles.

3. CONTRACTOR RECORDS MANAGEMENT

- 3.1 The Contractor agree to maintain complete records of all complaints received regarding service provided under this Agreement.
 - 3.1.1 The Contractor(s) will also maintain complete records of actions taken to resolve each complaint, and agrees to forward to the City a complete summary of all such complaints and actions taken.
 - 3.1.2 All service complaint forms (see Appendix D) will be forwarded to the City.
- 3.2 The City shall reserve the right to observe operations by the Contractor(s) pursuant to this agreement at any reasonable time, i.e. maintenance, sensitivity training, etc..
 - 3.2.1 If any observed operations are deemed defective by the City, the City shall notify the contractor in writing of such defect.
 - 3.2.2 The Contractor has 10 days to investigate the defect and a provide report to the City.
 - 3.2.3 The Report shall contain a copy of the City's notice of defect together with a written statement of the corrective action taken, and shall be subject to City approval.
 - 3.2.4 If corrective actions are satisfactory the City will advise Contractor within 10 days; otherwise the Contractor has an additional 5 days to remedy the defect, and failure to do so may be considered as a breach of this agreement.
- 3.3 The City and/or its designated accountants or auditors shall have the right of access to and inspection of all books and records of the Contractor associated with the special transportation service at any and all reasonable times in order to verify and ascertain gross operating revenues and expenses of the operation and maintenance of the special transportation service.
- 3.4 Such record and documents shall be retained by the Contractor for a minimum period of three (3) years after final payment under an awarded contract.

4. VEHICLE REQUIREMENTS

- 4.1 All vehicles used in service pursuant to this service shall be conventional 4-door sedans, buses or multi-passenger vans, equipped with two-way radios and shall at all times be maintained in the safest possible operating condition and shall be kept in clean and comfortable condition for the transportation of passengers.
 - 4.1.1 Compliance with vehicle specifications, including vehicle maintenance and accessibility equipment shall be subject to regular monitoring by the City or the designated representative of the City's Director of Public Works and Utilities.
 - 4.1.2 The Contractor must be in compliance with the Federal Americans with Disabilities Act (ADA) requirements and the current Complementary Paratransit Plan - Lincoln, Nebraska.
 - 4.1.3 Wheelchair accessible vehicles will be compensated at the same rate as the general fleet.

- 4.1.4 The Contractor will provide a list of fleet vehicles that will be used by type, model, and year.
 - 4.1.4.1 Such list must be attached to the Response Attachment section of your ebid response and be updated annually on December 31st.
- 4.2 All transportation service provided shall be limited to trips within the corporate limits of the City of Lincoln.
 - 4.2.1 The Contractor(s) shall permit the City or any authorized representative of the City's Director of Public Works and Utilities to inspect all work, equipment and materials with regard to the provision of service under this Agreement.
 - 4.2.1.1 These inspections are required per compliance with ADA.
 - 4.2.1.2 Inspection of Contractor vehicles are to include regular maintenance checks for accessibility equipment to ensure such equipment is operative.
- 4.3 These inspections shall be at any reasonable time during business hours, 8:00 A.M. to 5:00 P.M.

5. NATIONAL TRANSIT DATABASE OF THE URBAN MASS TRANSPORTATION ACT OF 1964

- 5.1 The Contractor(s) shall be responsible for providing financial and operating data as may be required by the City and/or necessary to comply with the requirements of the National Transit Database of the Urban Mass Transportation Act of 1964, as amended.
 - 5.1.1 These requirements are incorporated as follows:
 - Revenue vehicle inventory classifications.
 - Total number of vehicles operated in maximum service.
 - Total number vehicles available for maximum service.
 - Total vehicle hours and miles.(odometer)
 - Total vehicle revenue miles. (odometer)
 - Total one-way passenger trips.
 - Total passenger miles (odometer plus second/third passenger miles per trip)
 - Total: Empty Time/Miles or deadheading related to these contracted trips.
 - Cash fare collected and other fare device used.
 - 5.1.2 The Contractor(s) agree to abide by Title II of the Civil Rights Act of 1964, prohibiting the withholding of services to any person upon the basis of race, color, religion, sex or national origin.
 - 5.1.3 In connection with the provision of transportation service pursuant to this Agreement, the Contractor(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, or disability, which disability, is not likely to interfere with his/her ability to control and safely drive a motor vehicle.
 - 5.1.4 The Contractor(s) shall 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, marital status and shall comply with all equal opportunity regulations including Chapter 11.08 of the Lincoln Municipal Code.
 - 5.1.4.1 The equal opportunity requirements shall apply to all employment activities including but not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

6. CONTRACTOR EMPLOYEES

- 6.1 The Contractor(s) shall employ only competent, properly licensed personnel skilled in the provision of transportation service in accordance with any Federal, State or City laws regarding this service.
 - 6.1.2 The City reserves the right to request that certain drivers not be utilized for this service.

- 6.2 Drivers providing transportation under this Agreement shall be available to assist passengers entering and exiting vehicles and shall provide personal reasonable assistance necessary to achieve safe passenger movement between the vehicle and the passenger's home (or other point of departure/arrival).
 - 6.2.1 Passengers in wheelchairs who are able to transfer between the wheelchair and the vehicle without driver assistance must be afforded transportation under this Agreement.

7. RIDER ELIGIBILITY REQUIREMENTS

- 7.1 The City or the designated representative of the City's Director of Public Works and Utilities shall establish and monitor procedures to determine the eligibility of persons participating in the StarTran Brokerage Service and shall issue appropriate identification cards to all applicants who are eligible for the services provided under this Agreement.
 - 7.1.1 No person shall be transported under this Agreement without such proof of eligibility.
 - 7.1.2 The Contractor(s) drivers are required to check the eligibility of each person.

8. PERMITS AND LICENSES

- 8.1 The Contractor(s) shall procure all permits and licenses, pay all charges and fees, and give all notices necessary to the due and lawful execution of the work.
- 8.2 Failure to maintain in full force and effect all necessary licenses and permits, including the license required under Chapter 5.50 of the Lincoln Municipal Code shall be grounds for immediate termination of an Agreement by the City.
- 8.3 All licenses for operation must be approved by the Nebraska Public Service Commission, licenses and permits must be obtained prior to contract award.
- 8.4 Copies of such licenses and permits may be attached to the Response Attachment section of the ebid response or provided upon request after the close of bid.
- 8.5 For additional information of the Public Service Commission please contact:

NE Public Service Commission
1200 N Street
The Atrium Suite 300
Lincoln, NE 68508
(402)471-3101

9. SUBCONTRACTOR AND CONTRACT ASSIGNMENT RESTRICTIONS

- 9.1 The Contractor(s) will not be permitted to assign, sell, transfer or otherwise dispose of an awarded Agreement or any portion thereof, or his rights, title, or interests therein, without the written approval of the City.
- 9.2 The Contractor(s) will not be permitted to sublet any portion of an awarded Agreement without the written approval of the City.
- 9.3 No subcontractor will in any case, relieve the Contractor(s) of his responsibility under an Agreement.

10. TRAINING AND OPERATIONS GUIDELINES

- 10.1 Since many of the riders of the system are elderly and/or disabled, they need special assistance in boarding and leaving a vehicle.
 - 10.1.1 All drivers shall be capable, competent, courteous and sensitive to those special needs.
 - 10.1.2 All drivers shall understand and meet minimum standards for safety.
 - 10.1.3 All drivers shall follow the City's guidelines and standards as follows:
 - 10.1.3.1 Physical Examination
 - 10.1.3.1.1 All drivers shall have a complete physical examination prior to and have a doctor's certification for a physical fitness examination certifying the driver's fitness to operate a for-hire vehicle for passenger transportation.

- 10.1.3.1.2 All drivers used in the system should have their certifications renewed every 12 months.
- 10.1.3.1.3 The Contractor(s) shall maintain a file on physical examinations and send a copy to the City of Lincoln.
- 10.1.3.2 Driver's License and Record
 - 10.1.3.2.1 Every driver shall have and maintain a valid Nebraska Driver's license, appropriate for the class of vehicle to be driven.
 - 10.1.3.2.2 No person who has accumulated five or more points on his/her driving record in the two years preceding employment shall be employed for this service.
 - 10.1.3.2.3 No person who has accumulated five or more points, or is under suspension, or revocation, or convicted of a DWI, shall be allowed to continue driving for the City system.
 - 10.1.3.2.4 The Contractor(s) shall maintain a file of the current history of all drivers used to provide services pursuant to this contract including the Department of Motor Vehicle Reports.
 - 10.1.3.2.5 This file will be made accessible to the City upon request at any and all reasonable times.
 - 10.1.3.2.6 Each of the Contractor's drivers shall report to the Contractor within 30 days of sentencing of any moving violation, which report shall become a part of the driver's file maintained by the Contractor.
 - 10.1.3.2.7 The contractor shall give the City a list of all employees to be utilized to fulfill this contract.
 - 10.1.3.2.7.1 Said list shall include name, address, telephone number, and Nebraska Driver's license number.
 - 10.1.3.2.8 All drivers shall take a basic driver knowledge test and have passed that test prior to driving for the City system.
 - 10.1.3.2.9 It is also recommended that all drivers be given a defensive driver's course, CPR and first-aid training prior to driving.
 - 10.1.3.2.10 All drivers shall have standard procedures for their demand response service that shall be available in writing for them.
 - 10.1.3.2.10.1 The procedures shall clarify all duties of the driver.
 - 10.1.3.2.10.2 These procedures may include: safety, equipment-handling and tips, pre-trip vehicle inspections, personal conduct and courtesy, communications with dispatchers, communication system failure contingencies, tickets and driver's log procedures, road conditions, discipline, emergency and accident procedures, first-aid and CPR, and any other topics the Contractor(s) may desire.
- 10.2 The Contractor must ensure that no passengers will ride longer than 45 minutes.
 - 10.2.1 Any rides that last longer than 45 minutes must be immediately reported to StarTran.
- 10.3 The Contractor must allow StarTran staff the opportunity to conduct ride-alongs with Contractor staff while clients are being transported in order to ensure that vehicles are being operated safely and the driver is properly assisting persons with sensitivity.

11. EVALUATION FACTORS & SUBMITTALS

- 11.1 This Request For Proposals will be evaluated on a qualification and cost basis.
- 11.2 Evaluation factors include the following in order of importance:
 - 11.2.1 Experience working in a similar setting as the work described in the Specifications.
 - 11.2.1.1 Vendor shall list the number of employees and the number of years each employee has experience performing the work described in the specifications and ebid.
 - 11.2.1.2 This information shall be typed on company letterhead and attached to the Response Attachment section of the ebid response.
 - 11.2.2 Cost of services as submitted in the Line Items.
 - 11.2.3 Three (3) references from current and previous customers where similar service are provided.
 - 11.2.3.1 Contractors shall list the name, address, phone number, email address, number of years working for the referenced company and dollar amount of contract on company letterhead and attach to the Response Attachment section of the ebid response.
 - 11.2.4 Type and condition of equipment proposed for use in the execution of the contract.
 - 11.2.4.1 Contractors shall submit a complete list of equipment with the age and model of vehicles which will be used in the performance of the contract as an attachment to the Response Attachment section of the ebid response.
 - 11.2.4.2 Contractors shall submit photos of equipment being proposed for use in the performance of the contract and attach the photos to the Response Attachment section of the ebid response.
 - 11.2.5 Type and amount of training provided to all drivers when they are hired and on-going training held on a regular basis.
 - 11.2.5. Contractor shall provide a complete list of training that is done when new drivers are hired and ongoing training that is conducted for all staff.
 - 11.2.6 Training information shall be typed on company letterhead and attached to the Response Attachment section of the ebid response.

StarTran Brokerage Service

History of StarTran Brokerage Services

| | FY 2010-11 | FY 2011-12 | FY 2012-13 |
|-----------------------------------|------------|------------|------------|
| Total Passengers | 20,634 | 20,179 | 23,185 |
| Total Miles | 117,724 | 119,311 | 127,289 |
| Avg. Trip Length | 5.7 | 5.9 | 5.49 |
| Avg. No. of Service Days Per Year | 257 | 256 | 254 |

ADDENDUM #1
Issue Date:12/09/13

SPECIFICATION NO.13-351
FOR

STARTRAN BROKERAGE SERVICES

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. The Buy America Attachment has been removed from the Bid Attachment section. Buy America requirements are not required for the RFP.

End of Addendum

ADDENDUM #2

Issue Date:12/10/13

SPECIFICATION NO.13-351

FOR

STARTRAN BROKERAGE SERVICES

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Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. StarTran requires all Vendors to use Option 2 for Drug/Alcohol Testing according to the form attached to the Bid Attachments. An Attribute has been added which verifies that only Option 2 is acceptable.

End of Addendum

ADDENDUM #3

Issue Date:12/13/13

SPECIFICATION NO.13-351

FOR

STARTRAN BROKERAGE SERVICES

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. In the Attributes, question 10 talks about small business and asks if we qualify according to the NAICS. It says we can find the information in the bid attachment. I don't find that information. Can you tell me where I can find the info?

The Small Business codes have been added to the Bid Attachment section of the ebid.

2. In the specifications, it says we need to take photos of equipment. Are you wanting a picture of a van that we will be using to show an example? or do you need a picture of each and all vehicles? We use all Chrysler mini vans so they are pretty much all a like. We have some that are ambulatory and some wheelchair. We could send photos of one of each. Will that work?

Photos shall be submitted of all vehicles in the fleet which will be used in the performance of the contract.

End of Addendum