

Resolution 88708

**CONTRACT DOCUMENTS
STARTRAN**

**CITY OF LINCOLN
NEBRASKA**

**Annual Supply of
Transit Bus Transmission Rebuild - StarTran
Bid No. 14-205**

**Gillig Corporation
25800 Clawiter Rd.
Hayward, CA 94545
800-735-1500**

**CITY OF LINCOLN
STARTRAN
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Gillig Corporation, 25800 Clawiter Rd., Hayward, CA 94545, 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:

Annual Supply of Transit Bus Transmission Rebuild - StarTran. Bid No. 14-205
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 line item pricing for each specified rebuild as per full proposal

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/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response as needed, 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 total cost of products or services for City departments shall not exceed \$ 63,315.00 during the contract term 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.
 - 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 two (2) year term with the option of one (1) additional two (2) 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. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

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:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris [Signature]
Mayor

Approved by:

Approved by Resolution No. A-88708

dated 12/15/14

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:

Gillig LLC

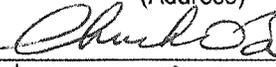
Name of Organization

LLC

Type of Organization

25800 Clawiter Rd. Hayward, CA 94545

(Address)

By: 

Member Chuck O'Brien, Vice President

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	Suzanne Ideus Asst. Purchasing Agent	Address	710 J Street	Address	StarTran 710 J St. Lincoln, NE 68508
Email	SMIdeus@lincoln.ne.gov		Lincoln, NE 68516	Contact	
Phone	(402) 441-7414	Contact	Suzanne Ideus, Assistant Purchasing Agent	Department	
Fax	(402) 441-6513		StarTran/Public Works & Department Utilities	Building	
Bid Number	14-205	Floor/Room		Floor/Room	
Title	Annual Supply of Transit Bus Transmission Rebuild - StarTran	Telephone	(402) 441-7414	Telephone	
Bid Type	Bid	Fax	(402) 441-7055	Fax	
Issue Date	08/22/2014	Email	SMIdeus@lincoln.ne.gov	Email	
Close Date	9/5/2014 12:00:00 PM CT				
Need by Date					

Supplier Information

Company Gillig Corporation
 Address 25800 Clawiter Rd.
 Hayward, CA 94545
 Contact Terry Walker
 Department Parts
 Building
 Floor/Room
 Telephone 800 (735) 1500
 Fax 510 (887) 0981
 Email
 Submitted 8/26/2014 2:08:53 PM CT
 Total \$35,630.00

Signature Terry Walker

Email twalker@gillig.com

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, 1) Click the "Help" button in the upper right hand corner of any screen; 2) Contact the Purchasing office at 402-441-7417 to set up a training session in Purchasing or assistance over the phone.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Attachment 1	I acknowledge Reading and Understanding the requirements in Attachment 1.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
6	Federal Bidding Documents and Compliance	I have read and understand the Federal Forms attached to this bid and hereby agree to comply with the provisions as they are listed in the forms.	Y
7	Tax Exempt Certificate 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 Water projects are taxable.)	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.	06-655-7182
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 small businesses, including DBE's, can reasonably perform? YES or NO
If NO, why?

11 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

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, 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."

For further information on a protest, a Vendor may contact

the City Purchasing Agent.

- | | | | |
|----|--|---|--|
| 13 | Renewal is an Option | Contract Extension Renewal is an option. | Yes |
| 14 | Term Clause with Escalatin/De-escalation | <p>I acknowledge that the term of the contract will be a two (2) year term from the date of the executed contract with the option for (1) one additional two (2) year term.</p> <p>(a) Bid prices will be firm for the first full contract period YES OR NO?</p> <p>(b) Bid prices are subject to escalation/de-escalation YES OR NO?</p> <p>(c) If (b) applies then state period for which prices will remain firm: through _____.</p> | B Yes escalation June 2015 |
| 15 | Purchase Order and Delivery Contact | <p>The City/County Purchasing Department issues Purchase Orders 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.</p> <p>Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.</p> | Terry Walker twalker@gillig.com,
888 328-3688 |
| 16 | Delivery and Order Process | <p>Indicate your process for StarTran placing a transmission rebuild order and how the X-Change is handled?</p> <p>State the number of calendar days after receipt of an order to deliver the rebuilt transmission to StarTran via FOB Destination?</p> | <p>Upon receipt of order, customer to prepare transmission, notify fed ex all freight charges. Voith ships back.</p> <p>4 weeks upon date of shipment from Lincoln</p> |
| 17 | Warranty | <p>Indicate the type and length of the Warranty that will be provided to StarTran for a Transmission Rebuild and also attach any corresponding literature in the Response Attachment section of the E-bid.</p> | 18 months upon installation or 24 months upon date of purchase |
| 18 | Bid award | <p>I acknowledge and understand that the City reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.</p> <p>If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.</p> | Yes |
| 19 | Bid Documents | <p>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.</p> | Yes |
| 20 | Contact | Name of person submitting this bid: | Terr Walker |
| 21 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

#	Qty	UOM	Description	Response
1	1	EA	2001 Gillig Low Floor Transit Bus Voith Transmission Rebuild	\$9,045.00
<p>Item Notes: Vendors shall rebuild the following transmission to original specifications: Type Number: D864.3 Model Number: A3VTOR2-8.5L Pattern Number: 5441112 Price must include all freight and delivery charges. Any deviations from the specifications, Attachment 1 or the E-bid documents must be documented on Company letterhead and attached to the Response Attachment section of the E-bid response.</p> <p>Supplier Notes: Warranty is 18 months from date of installation or 24 months from date of sell.</p>				
2	1	EA	2004 Gillig Low Floor Transit Bus Voith Transmission Rebuild	\$9,045.00
<p>Item Notes: Vendors shall rebuild the following transmission to original specifications: Type Number: 864.3E Model Number: A3VTOR2-8.5E Pattern Number: 68.9121.1 Price must include all freight and delivery charges. Any deviations from the specifications, Attachment 1 or the E-bid documents must be documented on Company letterhead and attached to the Response Attachment section of the E-bid response.</p> <p>Supplier Notes: Warranty is 18 months from date of installation or 24 months from date of sell.</p>				
3	1	EA	2006 Gillig Low Floor Transit Bus Voith Transmission Rebuild	\$9,045.00
<p>Item Notes: Vendors shall rebuild the following transmission to original specifications: Type Number: 864.3E Model Number: A3VTOR2-8.5E Pattern Number: 68.9121.1 Price must include all freight and delivery charges. Any deviations from the specifications, Attachment 1 or the E-bid documents must be documented on Company letterhead and attached to the Response Attachment section of the E-bid response.</p> <p>Supplier Notes: Warranty is 18 months from date of installation or 24 months from date of sell.</p>				
4	1	EA	2011 Gillig Low Floor Transit Bus Voith Transmission Rebuild	\$8,495.00
<p>Item Notes: Vendors shall rebuild the following transmission to original specifications: Type Number: 864.5 Model Number: C3HTOR2-8.5 Pattern Number: 152 0014831 Price must include all freight and delivery charges. Any deviations from the specifications, Attachment 1 or the E-bid documents must be documented on Company letterhead and attached to the Response Attachment section of the E-bid response.</p> <p>Supplier Notes: Warranty is 18 months from date of installation or 24 months from date of sell.</p>				
Response Total:				\$35,630.00

**SPECIFICATIONS
ANNUAL SUPPLY OF
TRANSIT BUS TRANSMISSION REBUILD
STARTRAN
BID NO. 14-205**

1. GENERAL INFORMATION

- 1.1 The City of Lincoln (hereinafter referred to as City) is requesting bids to establish an Annual Supply contract for Transmission Rebuilds for Gillig transit buses.
 - 1.1.1 Line Item pricing shall include the supply and delivery of the product being bid.
 - 1.1.2 Based on past experiences, a minimum of one (1) and a maximum of seven (7) transmissions would be rebuilt by StarTran over a two (2) year period.
 - 1.1.2.1 The City cannot guarantee any amount of purchase under the terms of this bid or subsequent contract due to funding from ridership and outside sources.
 - 1.1.2.2 In the event the City requires more than seven (7) units over the term of the contract, a new contract will be solicited and executed.
 - 1.1.2.3 Only one (1) Transmission Rebuild will be ordered at a time for the price indicated in the respective Line Item of the E-bid.
- 1.2 The term of the contract shall be two (2) years from the date of the executed agreement with the option to renew for one (1) additional two (2) year period upon mutual consent by both parties.
- 1.3 Bidder shall submit bid documents and all supporting material via E-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Suzanne Ideus, StarTran Assistant Purchasing Agent (SMIdeus@lincoln.ne.gov) or fax: (402) 441-7055
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.4.2 The StarTran Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.4.3 No direct contact is allowed between Vendor and other City staff, except the StarTran Assistant Purchasing Agent, through the award process.
 - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.5 The City receives funding from the Federal Government for the operation of their program.
 - 1.5.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
 - 1.5.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
- 1.6 Prices submitted must include delivery, FOB destination, to:
 - StarTran Garage
 - 710 J Street
 - Lincoln, NE 68508
- 1.7 Due to the fact that this contract uses Federal Grant money from FTA, only

StarTran may purchase from this contract.

- 1.8 The Successful Vendor shall provide StarTran and/or Purchasing with a quarterly report and final report, showing all purchases made under the terms and conditions of the resulting contract.
 - 1.8.1 Such reports shall itemize the following information:
 - 1.8.1.1 Product type(s) and quantities purchased.
 - 1.8.1.2 Total dollar amount of purchases.
- 1.9 In order for your company to qualify for an award on this bid, you must provide your DUNS (Data Universal Numbering System) number and be registered with the SAM (System for Award Management).
 - 1.9.1 Provide your DUNS number in the attribute section of the e-bid.
 - 1.9.1.1 If the vendor does not have a DUNS number, you must register at <http://fedgov.dnb.com/webform/CCRSearch.do>
 - 1.9.2 Indicate in the attribute section of the E-bid if your company is registered with SAM?
 - 1.9.2.1 For new registration, go to www.sam.gov and click "Create User Account" - Note you will need your DUNS Number and Federal Tax Identification number during the registration process.
 - 1.9.2.2 SAM registration must be renewed at least every 12 months to remain valid.
- 1.10 Bidder shall describe in the Attribute section of the E-bid your company's process for StarTran placing a transmission rebuild order and how the X-Change is handled.
 - 1.10.1 State the number of calendar days to deliver the rebuilt transmission to StarTran after receipt of an order.
- 1.11 Bidder shall advise the Warranty period for the rebuilt transmission.
 - 1.11.1 Attach any corresponding Warranty information in the Response Attachment section of the E-bid.
- 1.12 Any deviations from the Specifications, Attachment 1 and/or the E-bid documents must be documented on company letterhead and attached in the Response Attachment section fo the E-bid response.

2. REBUILD INFORMATION

- 2.1 The requirements for the Voith X-Change Rebuild Program transmission rebuilds are listed in **Attachment 1** in the Attachment section of the E-bid.
 - 2.1.1 Vendors must meet the requirements listed in **Attachment 1**.
- 2.2 Transmissions shall be rebuilt according to original transmission standards for Voith 2001, 2004, 2006 and 2011 transmissions installed in Gillig Low Floor Transit Buses.
- 2.3 StarTran's 35' and 30' buses that use the Voith Transmission are listed below and may or may not require a transmission replacement during the initial contract term and subsequent renewal period:
 - 2.3.1 19 - 2001 Gillig Low Floor Transit Buses
 - 2.3.2 9 - 2004 Gillig Low Floor Transit Buses
 - 2.3.3 15 - 2006 Gillig Low Floor Transit Buses
 - 2.3.4 13 - 2011 Gillig Low Floor Transit Buses
- 2.4 Part information for the **2001** Gillig Low Floor Transit Buses are as follows:
 - 2.4.1 Type Number: D864.3

- 2.4.2 Model Number: A3VTOR2-8.5L
- 2.4.3 Pattern Number: 5441112
- 2.5 Part information for the **2004 / 2006** Gillig Low Floor Transit Buses are as follows:
 - 2.5.1 Type Number: 864.3E
 - 2.5.2 Model Number: A3VTOR2-8.5E
 - 2.5.3 Pattern Number: 68.9121.1
- 2.6 Part information for the **2011** Gillig Low Floor Transit Buses are as follows:
 - 2.6.1 Type Number: 864.5
 - 2.6.2 Model Number: C3HTOR2-8.5
 - 2.6.3 Pattern Number: 152 0014831
- 2.7 Serial Numbers will be provided by StarTran at the time a Transmission Rebuild Order is placed.

3. EVALUATION AND AWARD INFORMATION

- 3.1 Bid will be awarded based on:
 - 3.1.1 The lowest responsible, responsive Bidder whose bid will be most advantageous to the City and as the City deems will best serve the requirements and interest of the City for the equipment in the Line Items;
 - 3.1.2 Previous and current contract performance;
 - 3.1.3 Compliance with requirements as outlined in these specifications;
 - 3.1.4 Compliance with all Federal documents attached to this bid; and
 - 3.1.5 Length of time to deliver after receipt of an order.
- 3.2 The City reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City.

END OF SPECIFICATIONS