

**AMENDMENT TO CONTRACT  
ANNUAL REQUIREMENTS FOR  
AUTOMOTIVE PAINT AND BODY WORK  
Quote No. 3997  
City of Lincoln  
(First & Final Renewal)**

This Amendment is hereby entered into by and between Lesoing's Inc., 901 Oak Street, Lincoln, NE 68521 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of renewing a Contract dated January 30, 2013, Resolution No. A-87193, (the "Contract"), for **Annual Requirements for Automotive Paint and Body Work, Quote No. 3997**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 30, 2013 through January 29, 2015, with the option to renew for one (1) additional two (2) year term upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Contract for one (1) additional two (2) year term beginning January 30, 2015 through January 29, 2017; and

WHEREAS, the estimated expenditures for the City for the term of this renewal shall not exceed \$24,000.00 to all contracted vendors without prior approval by the City of Lincoln.

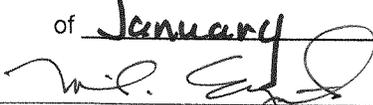
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-87193, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The Contract shall be renewed for one (1) additional two (2) year term beginning January 30, 2015 through January 29, 2017.
- 2) The estimated expenditures for the City for the term of this renewal shall not exceed \$24,000.00 to all contracted vendors without prior approval by the City of Lincoln.
- 3) 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>27</u> day
of <u>January</u> 2015

_____ Director, Public Works & Utilities

Supplier, please fill out the following information and mail back to our office; a faxed copy is not acceptable.

Company Name:	Lesong's Inc
By: (Please Sign)	D. L. Lesong
By: (Please Print)	Dan L. Lesong
Title:	President
Company Address:	901 Oak Street Lynch, NE 68521
Company Phone & Fax:	402-477-3552 402-477-3565
E-Mail Address:	lesonginc@windstream.net
Contact Person for Orders or Services	Dan Lesong
Phone No.	402-477-3552
Date	1-7-15

13R-27

A-87193

**CONTRACT DOCUMENTS  
STARTRAN**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
Automotive Paint and Body Work  
Quote No. 3997**

**Lesoing's Inc.  
901 Oak Street  
Lincoln, NE 68521  
(402)477-3552**

**CITY OF LINCOLN  
STARTRAN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between **Lesoing's Inc., 901 Oak Street, Lincoln, NE 68521**, 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 **Automotive Paint and Body, Quote No. 3997** 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**

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:

**City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, 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.**

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 shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with the option for 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 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 Agreement
  2. Accepted Proposal/Response
  3. Specifications
  4. Instructions to Bidders
  5. Insurance Requirements

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.

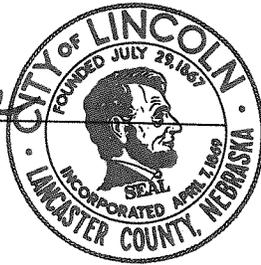
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

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

ATTEST:

City Clerk

*Jan E. Ross*



CITY OF LINCOLN, NEBRASKA

*[Signature]*  
Mayor

Approved by Resolution

A-87193

dated

1-30-13

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

*D. J. Lemari* (SEAL)  
Secretary

*Lesong's Inc*  
Name of Corporation

*901 oak street*  
(Address)

By: *D. J. Lemari*  
Duly Authorized Official

*President*  
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	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address	StarTran 710 J St. Lincoln, NE 68508
Email	ssiemer@lincoln.ne.gov	Contact	Suzanne Siemer Asst. Purchasing Agent	Contact	
Phone	(402) 441-7414				
Fax	(402) 441-6513				
Bid Number	3997	Department	Purchasing	Department	
Title	Automotive Paint and Body Work Service - Unit Price - StarTran	Building		Building	
			Suite 200		
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	09/26/2012	Telephone	(402) 441-7414	Telephone	
Close Date	10/8/2012 2:00:00 PM CST	Fax	(402) 441-6513	Fax	
Need by Date		Email	ssiemer@lincoln.ne.gov	Email	

## Supplier Information

Company Lesoing's Inc  
 Address 901 Oak st  
  
 Lincoln, NE 68521  
 Contact Dan Lesoing  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 477-3552  
 Fax 1 (402) 477-3565  
 Email lesoingsinc@windstream.net  
 Submitted 10/5/2012 11:29:18 AM CST  
 Total \$286.00

Signature \_\_\_\_\_

## Supplier Notes

We do not have a frame shop on site. I use Inland Truck for suspension work and LTR for frame repair.

## Bid Notes

## 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 A	I have reviewed Attachment A - StarTran Fleet List, Support Vehicles and Equipment.	Yes
4	Unit Price Quotation Form	I acknowledge reading and understanding the Unit Price Quotation Form.	Yes
5	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
6	Garage Keepers and Garage Liability Insurance	I have read and understand that in addition to the City's standard insurance requirements, our company must provide Garage Keepers and Garage Liability Insurance as stated in the specifications. Our company will furnish proof of this coverage to the Purchasing Department upon award of this contract.	Yes
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	FTA Forms	I have read and accept the terms as listed in the attached FTA Forms and agree to follow those requirements as part of this bid and any subsequent contracts.	Yes
9	Protest Procedures	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 Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.	Y
10	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 with the option for (1) one additional (2) two year term. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation  YES or NO  (c) If (b), state period for which prices will remain firm: through _____	Bid prices firm for the first full contract period.
11	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

12 Small Business Participation	<p>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.)&lt;br&gt;&lt;br&gt;</p> <p>1) Are you a Small Business according to the NAICS size guidelines? YES or NO?&lt;br&gt;If YES, what is the category you are listed under, the number of employees you have and the average annual receipts?&lt;br&gt;&lt;br&gt;</p> <p>2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO&lt;br&gt;If YES, name the Sub-Contractors in the space provided.&lt;br&gt;</p> <p>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&lt;br&gt;If NO, why?</p>	<p>Yes small business, 5 employees, \$750,000.00 Yes to subcontractors (Inland service &amp; LTR Service)</p>
13 Assignability Conditions	<p>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.</p>	Yes
14 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.&lt;br&gt;</p> <p>Are you a registered DBE with the State of Nebraska or any other State or Entity? YES or NO?&lt;br&gt;If YES, name the state or entity.&lt;br&gt;</p> <p>What is the age of your business?&lt;br&gt;</p> <p>What are the annual gross receipts of your business - List One:&lt;br&gt;\$0 - \$500,000.00&lt;br&gt;\$500,000.00 - \$1 Million&lt;br&gt;\$1 Million - \$5 Million&lt;br&gt;Over \$5 Million</p>	NO, 36yrs. \$500,000.00 - \$1 Million
15 Numbers in Price Box	<p>&lt;b&gt; I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. &lt;b&gt;</p>	Yes
16 Location of Business	<p>Please provide the location where work will be completed on the Owner's fleet.</p>	90 Oak St Lincoln, NE 68521

17	Material Markup Percentage	Percentage Markup of Material, Excluding Freight. <b>ONLY ENTER A NUMBER IN THE SPACE PROVIDED!</b> An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price. Required Percentage	20%
18	Rental Equipment Markup	Percentage Markup of Rental Equipment <b>ONLY ENTER A NUMBER IN THE SPACE PROVIDED!</b> An invoice showing the type of equipment AND cost of rental from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	5%
19	Subcontractor Markup	Percentage Markup of Sucontractor Costs <b>ONLY ENTER A NUMBER IN THE SPACE PROVIDED!</b> An invoice showing the amount charged by Subcontractor may be requested with the final invoice to verify quoted price.	10%
20	Contact	Name of person submitting this bid:	Dan Lesoing
21	Electronic Signature	Please check here for your electronic signature.	Yes

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**Line Items**

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#	Qty	UOM	Description	Response
1	1	Hour	Labor Rate Per Hour Paint Labor	\$52.00
Item Notes: LABOR RATES: Amount that the contractor will bill the Owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
2	1	Hour	Labor Rate Per Hour - Frame Labor	\$72.00
Item Notes: LABOR RATES: Amount that the contractor will bill the Owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
3	1	Hour	Labor Rate Per Hour - Body Work and Replacement Parts Repair Labor	\$52.00
Item Notes: LABOR RATES: Amount that the contractor will bill the Owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
4	1	Hour	Labor Rate Per Hour - Mechanical Labor	\$58.00
Item Notes: LABOR RATES: Amount that the contractor will bill the Owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
5	1	Hour	Other	\$52.00
Item Notes: LABOR RATES: Amount that the contractor will bill the Owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
Response Total:				\$286.00

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**SPECIFICATIONS  
UNIT PRICE CONTRACT  
AUTOMOTIVE PAINT AND BODY WORK SERVICE  
STARTRAN**

**1. SCOPE OF CONTRACT**

- 1.1 The City of Lincoln (hereinafter referred to as "Owner"), desires to retain qualified contractors on a Unit Price Contract basis to perform automotive body repair, painting and supply necessary parts for StarTran vehicles involved in accidents, painting of body panels (changed by the Owner's maintenance staff) and repair of related damage or wear and tear on vehicles and equipment.
  - 1.1.1 StarTran has on average 1 to 2 major accidents per year that necessitate body work which StarTran staff is unable to repair.
  - 1.1.2 Work to be performed by the vendor shall include, but not be limited to, fiberglass work, repair of body damage from accidents or wear and tear, frame straightening and painting of body panels.
- 1.2 A list of the Owner's fleet, support vehicles, maintenance and other equipment can be viewed in "**Attachment A**".
  - 1.2.1 The approximate size of StarTran's buses and para-transit are 30' to 38' x 11' x 11' and 25' x 96" x 10'.
    - 1.2.1.1 Sizes stated above are approximate.
    - 1.2.1.2 Exact sizes of items listed under "**Attachment A**" may be provided by submitting an inquiry as outlined in Section 3 below.
  - 1.2.2 During the term of the contract, the items listed under "**Attachment A**" are subject to change if the Owner purchases new buses, vehicles or equipment and/or if the owner takes a bus, vehicle or piece of equipment out of service.
- 1.3 A sample Unit Price Contract describing the obligations of the Owner and the Vendor is attached to the E-Bid.
- 1.4 Based on repairs made within the last five (5) years, The City's average auto body repairs and replacement services totaled around \$16,000.00 per year.
  - 1.4.1 Vendors shall note that there is no guarantee of any repair or work under this contract.
  - 1.4.2 Any repair \$25,000.00 and over will require a formal bid to be in compliance with the City of Lincoln Federal Transit requirements and City of Lincoln Procurement Code.
  - 1.4.3 Owner will contact the Vendor on an as-needed basis for the services required.
  - 1.4.4 Owner has the option to purchase additional products and services on this bid in an amount that does not exceed 10% of the estimated expenditures at the current contract price through the term of the contract.
    - 1.4.4.1 If the total expenditures exceed the total amount and the optional amount in any year during the contract term, a new bid may be solicited according to FTA Procurement Guidelines.
    - 1.4.4.2 In the event the Owner reduces the amount of service, or other circumstances develop, the Owner may order in a quantity less than the amount listed in the Line Items without any penalty to the Owner.
- 1.5 Labor rates being bid shall include all health and welfare benefits, insurance, taxes, overhead, profit, bond fees and all other applicable fringe benefits in the per hour rates shown in the Line Item Unit Price box.

- 1.6 The Owner prefers that no adjustments are made in labor rates during the initial contract period.
  - 1.6.1 Any future fluctuation in the labor market should be taken into consideration by the Vendor, even though the work for an individual project may extend into the succeeding contract period.
- 1.7 The term of the contract shall be two (2) years from date of execution by all parties with the option to renew for one (1) additional two (2) year term.

**2. CONTRACT AND INSURANCE**

- 2.1 Within fourteen (14) calendar days after the award of bid the Vendor(s) must execute a written Unit Price Contract between the Vendor and the Owner.
- 2.2 Within fourteen (14) calendar days after the award of bid Vendor(s) shall be required to furnish, with the executed contract, certificate of insurance in accordance with the "Insurance Clause to be used for All Unit Price Contracts", naming the City of Lincoln as an additional insured.
- 2.3 In addition to the City's standard Insurance Requirements, Vendor(s) shall be required to provide Garage Keepers and Garage Liability Coverage with the City named as an additional insured for the following coverage limits:
  - 2.3.1 Garage Keepers - \$1,000,000.00/occurrence and \$2,000,000.00 Aggregate  
Garage Liability - \$1,000,000.00/occurrence and \$2,000,000.00 Aggregate
    - 2.3.1.1 Vehicle Type should be Symbol "30"
    - 2.3.1.2 Vendor may provide one (1) certificate of insurance showing all of the required coverage (City Insurance Requirements, Garage Keepers and Garage Liability, etc.).

**3. BIDDING PROCEDURE**

- 3.1 Vendors must submit bid documents and all supporting material via E-Bid.
- 3.2 All inquiries regarding these specifications shall be directed via e-mail to Suzanne Siemer, Assistant Purchasing Agent [ssiemer@lincoln.ne.gov](mailto:ssiemer@lincoln.ne.gov).
- 3.3 All relevant inquiries will be distributed to prospective Vendors electronically as an addendum.
  - 3.3.1 Only written inquiries received within three (3) calendar days of the bid opening will be addressed.
  - 3.3.2 No direct contact is allowed between Vendor and other City staff besides Purchasing throughout the bid process.
    - 3.3.2.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 3.4 The Owner receives funding from the Federal Government for the operation of their transit program.
  - 3.4.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
  - 3.4.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
- 3.5 **Due to the fact that this contract uses Federal Grant money from FTA, only StarTran may purchase from this contract.**

**4. VENDOR AND REPAIR REQUIREMENTS**

- 4.1 Vendor must have a body shop facility that meets the following requirements:
  - 4.1.1 Provides full service in automotive and body work that includes, but is not limited to, fiberglass, body repair, frame straitening, painting and also maintains a parts inventory.

- 4.1.2 EPA licensed paint booth on site, enclosed and protected, to meet all EPA requirements.
- 4.1.3 A Paint booth must that is of adequate size to accommodate a full size transit bus with an overall measurement of approximately 38' long X 11" wide X 11' tall.
- 4.1.4 Automotive frame straightening machine, on site, capable of handling the size and weight of a full size transit bus with a minimum of one (1) operator, certified by the vendor of the machine.
- 4.1.5 Inside or secure storage area for the transit vehicles or equipment.
- 4.2 Vendor must have capable staff to perform frame straightening, repair and/or replace parts and accessories.
- 4.3 Vendor shall remove all damaged pieces and assess extent of damage and concealed damage.
- 4.4 Vendor shall evaluate the option of repairing or replacing the same damaged parts and shall provide pricing for both options if practical.
  - 4.4.1 Repair estimates shall be returned to the Owner within 48 to 72 hours of inspecting the bus, vehicle and/or item(s) to be repaired.
- 4.5 Vendor handling the repair shall install all interior and exterior parts, align the frame and body of the bus/vehicle and undercoat to factory specifications.
- 4.6 Vendor handling the repair shall prep and paint bus to match current paint and re-install decals as needed.
- 4.7 All replacement parts used shall be new and OEM manufactured.
  - 4.7.1 If new and OEM replacement repair parts are no longer available, vendor must contact Owner/Fleet Management for approval of substitute replacement parts.
- 4.8 Vendor shall have parts inventory, or immediate access to parts, and capabilities to repair vehicles in emergency situations.
- 4.9 The Owner will contact vendor(s) for each repair or replacement - if the contact person is unavailable, the Vendor's representative shall respond via a phone call to discuss the repair/replacement within the same day if possible or by 10:00 a.m. on the next business day.
  - 4.9.1 The Owner will discuss the scope of the repair/replacement with the vendors' representative and determine the urgency of the repair and the time-frame for performing the inspection, the availability of parts and completion of the repair.
  - 4.9.2 Owners may contract with more than one Vendor to ensure that response times can be met.
- 4.10 Vendor shall attach a list of three (3) references for government or commercial projects in the Supplier Response Section of the E-bid response.
  - 4.10.1 References should include: name of firm, contact person, address, and telephone number, and may include references of work previously performed for any one of the Owners.
- 4.11 Successful Vendors shall provide at least (2) two contact persons at the company for standard and emergency calls.
- 4.12 Vendor will be required to complete a Unit Price Quote Sheet for any and all repair and replacement projects between \$0.00 and \$24,999.99.
  - 4.12.1 There is no charge to the department for completion of Quotes.
  - 4.12.2 Periodic audits will be performed by the Owner to determine if the Vendor is charging according to the contract terms.
    - 4.12.2.1 Any charges exceeding the contract terms will be credited immediately by Vendor.

**5. TERMINATION FOR CAUSE AND CONVENIENCE**

- 5.1 If services are found to not be in compliance with the provisions of this agreement; the Owner's Agent shall notify the contractor, with follow-up notification in writing, of the complaint for non-compliance.
- 5.2 If the Owner's Agent issues two (2) written complaints for non-compliance during the contract period, the Owner shall have the right to cancel the contract for services with the contractor.
- 5.3 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract.
  - 5.3.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.
  - 5.3.2 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.
- 5.4 The Owner has the right to terminate this contract for convenience with a 30 day written notification to the Vendor of its intent to do so.

**6. CONTRACT AWARD PROVISIONS**

- 6.1 The following factors shall be considered in determining the lowest, responsive, responsible bidder(s):
  - 6.1.1 Ability, capacity and skill of the Vendor to comply with the specifications and perform the work required by the contract.
  - 6.1.2 Character, integrity, reputation, judgment, experience and efficiency of the Vendor.
  - 6.1.3 Ability of the Vendor to perform the work within the time specified for each project.
  - 6.1.4 Previous and current compliance of the Vendor with laws and regulations relating to the work.
  - 6.1.5 Information obtained from the references provided by the Vendor.
  - 6.1.6 Pricing from the Unit Price bid.
  - 6.1.7 Any other information deemed relevant to the contract by the Owner.
- 6.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
  - 6.2.1 Vendors may submit a supplemental proposal on company letterhead stating they wish to be the sole provider of this service and have the capacity to meet all service requirements.
  - 6.2.2 Vendor shall provide any price breaks or other advantages if Vendor is the sole provider of service.
- 6.3 The Owner further reserves the right to analyze bid proposals in detail and to award contracts which the Owner believes to be in their best interests.
- 6.4 The Owner may make any investigation deemed necessary to determine the ability of a Vendor to perform in accordance with the specifications.
- 6.5 The Owner reserves the right to reject any bid based on facts resulting from any investigation which indicates that a Vendor is not properly qualified to perform the obligations of any resulting contract.
- 6.6 In the event that a vendor's business resides outside of the Lincoln City Limits, the City will use a calculation to determine the lowest, responsive, responsible bidder.
  - 6.6.1 The Line item bid total and the cost for vehicle expenses for the trip to and from the Vendor's location will be used for a total price.
  - 6.6.2 The calculation will read as follows:  
Total of Line Item + Vehicle Expenses (.555 - Federal Milage Reimbursement Rate x Total # of Miles from/To StarTran Garage) = Total Price
  - 6.6.3 Vendor shall be responsible for fuel to and from the location where the repairs will be performed if outside of Lincoln City limits.

**Attachment A**

**StarTran Fleet List, Support Vehicles and Equipment**

<b>FLEET LIST</b>				
<b>Vehicle #</b>	<b>Year</b>	<b>Vehicle Make</b>	<b>Model</b>	<b>Serial Number</b>
614	1997	GILLIG 35 SEATS	C20B102N4	15GCB2017V1088230
617	1997	GILLIG 35 SEATS	C20B102N4	15GCB2012V1088233
619	1997	GILLIG 35 SEATS	C20B102N4	15GCB2016V1088235
621	1997	GILLIG 35 SEATS	C20B102N4	15GCB201XV1088237
650	2001	GILLIG 32 SEATS	G27B102N4	15GGB271011071409
651	2001	GILLIG 32 SEATS	G27B102N4	15GGB271711071410
652	2001	GILLIG 32 SEATS	G27B102N4	15GGB271911071411
653	2001	GILLIG 32 SEATS	G27B102N4	15GGB271011071412
654	2001	GILLIG 32 SEATS	G27B102N4	15GGB271211071413
655	2001	GILLIG 32 SEATS	G27B102N4	15GGB271411071414
656	2001	GILLIG 32 SEATS	G27B102N4	15GGB271611071415
657	2001	GILLIG 32 SEATS	G27B102N4	15GGB271811071416
658	2001	GILLIG 32 SEATS	G27B102N4	15GGB271X11071417
659	2001	GILLIG 32 SEATS	G27B102N4	15GGB271111071418
660	2001	GILLIG 32 SEATS	G27B102N4	15GGB271311071419
661	2001	GILLIG 32 SEATS	G27B102N4	15GGB271X11071420
662	2001	GILLIG 32 SEATS	G27B102N4	15GGB271111071421
663	2001	GILLIG 32 SEATS	G27B102N4	15GGB271311071422
664	2001	GILLIG 32 SEATS	G27B102N4	15GGB271511071423
665	2001	GILLIG 32 SEATS	G27B102N4	15GGB271711071424
666	2001	GILLIG 32 SEATS	G27B102N4	15GGB271911071425
667	2001	GILLIG 32 SEATS	G27B102N4	15GGB271011071426
668	2001	GILLIG 32 SEATS	G27B102N4	15GGB271211071427
669	2001	GILLIG 32 SEATS	G27B102N4	15GGB271411071428
670	2004	GILLIG 32 SEATS	LOW FLOOR	15GGB291841074632
671	2004	GILLIG 32 SEATS	LOW FLOOR	15GGB291X41074633
672	2004	GILLIG 32 SEATS	LOW FLOOR	15GGB291141074634
673	2004	GILLIG 32 SEATS	LOW FLOOR	15GGB291341074635
674	2004	GILLIG 32 SEATS	LOW FLOOR	15GGB291541074636
675	2004	GILLIG 32 SEATS	LOW FLOOR	15GGB291741074637
676	2004	GILLIG 32 SEATS	LOW FLOOR	15GGB291941074638
677	2004	GILLIG 32 SEATS	LOW FLOOR	15GGB291041074639
678	2004	GILLIG 32 SEATS	LOW FLOOR	15GGB291741074640
679	2004	GILLIG 32 SEATS	LOW FLOOR	15GGB291941074641
680	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291861077100
681	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291X61077101
682	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291161077102
683	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291361077103
684	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291561077104
685	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291761077105
686	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291961077106
687	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291061077107
688	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291261077108
689	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291261077109
690	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291061077110
691	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291261077111
692	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291461077112
693	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291661077113
694	2006	GILLIG 32 SEATS	LOW FLOOR	15GGB291861077114
110	2010	GLAVAL 14 SEATS	TITAN 4500	1GB9G5AG8A1107423
111	2010	GLAVAL 14 SEATS	TITAN 4500	1GB9G5AG0A1124295

112	2010	GLAVAL 14 SEATS	TITAN 4500	1GB9G5AG4A1124347
113	2010	GLAVAL 14 SEATS	TITAN 4500	1GB9G5AG7A1124763
114	2010	GLAVAL 14 SEATS	TITAN 4500	1GB9G5AG8A1124965
116	2010	GLAVAL 14 SEATS	TITAN 4500	1GB9G5AG0A1125172
117	2010	GLAVAL 14 SEATS	TITAN 4500	1GB9G5AG0A1124958
118	2010	GLAVAL 14 SEATS	TITAN 4500	1GB9G5AGXA1127737
119	2010	GLAVAL 14 SEATS	TITAN 4500	1GB9G5AG5A1128987
120	2010	GLAVAL 17 SEATS	TITAN 4500	1GB9G5AG3A1128745
121	2010	GLAVAL 17 SEATS	TITAN 4500	1GB9G5AGXA1128290
122	2010	GLAVAL 17 SEATS	TITAN 4500	1GB9G5AG4A1127832
200	2011	GILLIG 26 SEATS	LOW FLOOR	15GGE2716B1092120
201	2011	GILLIG 26 SEATS	LOW FLOOR	15GGE2718B1092121
202	2011	GILLIG 26 SEATS	LOW FLOOR	15GGE271XB1092122
203	2011	GILLIG 26 SEATS	LOW FLOOR	15GGE2711B1092123
204	2011	GILLIG 26 SEATS	LOW FLOOR	15GGE2713B1092124
205	2011	GILLIG 26 SEATS	LOW FLOOR	15GGE2715B1092125
206	2011	GILLIG 26 SEATS	LOW FLOOR	15GGE2717B1092126
207	2011	GILLIG 26 SEATS	LOW FLOOR	15GGE2719B1092127
208	2011	GILLIG 26 SEATS	LOW FLOOR	15GGE2710B1092128
209	2011	GILLIG 26 SEATS	LOW FLOOR	15GGE2712B1092129
210	2011	GILLIG 26 SEATS	LOW FLOOR	15GGE2719B1092130
211	2011	GILLIG 26 SEATS	LOW FLOOR	15GGE2710B1092131
212	2011	GILLIG 26 SEATS	LOW FLOOR	15GGE2712B1092132

**SUPPORT VEHICLES**

Vehicle #	Year	Vehicle Make	Model	Serial Number
001	2009	CHEVROLET	EQUINOX	2CNDL23F496242651
002	2010	CHEVROLET	EQUINOX	2CNFLEEYXA6354092
009	2008	CHEVY VAN	UPLANDER	1GNDV23W58D162880
507	1996	FORD TRUCK	1 1/4 TON FLAT	1FDLF47GXTEA02394
509	2001	FORD TRUCK	F350 SD	1FDWF37F71ED33560
510	2006	FREIGHTLINER	M2 106V	1FVAC3DCX6HV71799
511	2012	FORD TRUCK	F250 SD	1FTBF2BT7CEA16519

**EQUIPMENT**

701	2000	TENNANT	520 SCRUBBER	
702	1980	BOSS	SWEEPER	
703	1987	CAT	V60E FORKLIFT	77X2296
704	1986	MARK LIFT	J19	68816200
705	2000	BIG JOE	FORKLIFT	
712	1989	PORTABLE GEN.		

ATTACHMENT 1

QUOTE FORM

AUTOMOTIVE PAINT AND BODY WORK SERVICE - UNIT PRICE

StarTran Projects

Date: \_\_\_\_\_

TO DEPARTMENT/AGENCY REPRESENTATIVE: \_\_\_\_\_

FROM (CONTRACTOR): \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
Paint Labor			
Frame Labor			
Body Work & Replacement Parts Repair Labor			
Mechanical Labor			
Other			
<b>TOTAL LABOR</b>			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	TOTAL \$ AMOUNT
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	TOTAL \$ AMOUNT
Sub No. 1			
Sub No. 2			
Sub No. 3			
Sub No. 4			
Sub No. 5			

\$ \_\_\_\_\_

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_

Change Order #: \_\_\_\_\_

Accepted: \_\_\_\_\_

Not Accepted: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

Department/Agency Representative

DATE: \_\_\_\_\_