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Shawn@OmahaPneumatic.
com

**CONTRACT DOCUMENTS
STARTRAN**

**CITY OF LINCOLN
NEBRASKA**

**UNIT PRICE CONTRACT
FOR
PARTS AND SERVICE FOR QUINCY
AIR COMPRESSOR FOR STARTRAN
QUOTE NO. 4300**

**Omaha Pneumatic Equipment Company
7117 Q Street
Omaha, NE 68117
402.331.6311**

**CITY OF LINCOLN
STARTRAN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Omaha Pneumatic Equipment Company, 7117 Q Street, Omaha, NE 68117**, 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 **Unit Price Contract for Parts and Service for Quincy Air Compressor, for StarTran, Quote 4300** 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 to renew 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/Supplier Response
 3. Instruction to Bidders
 4. Specifications
 5. Quote Form
 6. Insurance Requirements
 7. Executive Order 12873
 8. Access to Records
 9. Civil Rights Requirements
 10. Energy Conservation Requirements
 11. Federal Changes
 12. Incorporation of Federal Transit Administration (FTA) Terms
 13. No Obligation by the Federal Government
 14. Program Fraud and False or Fraudulent Statements or Related Acts
 15. Contract Work Hours and Safety Standards
 16. City of Lincoln - Bid Protest Procedures
 17. Disadvantaged Business Enterprises
 18. Termination
 19. SBA - U.S. Small Business Administration - Table of Small Business Size Standards
 20. Government-Wide Debarment and Suspension
 21. Breaches and Dispute Resolution
 22. Sales Tax Exemption Form 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:

Teresa J. Me...
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris...
Mayor

Approved by Resolution No. A-87446

dated July 22, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

OMAHA PNEUMATIC
Name of Corporation

7117 Q STREET
(Address)

By: *Shawn Evans*
Duly Authorized Official

PARIS MGR.
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	4300	Department	Purchasing	Department	Building
Title	Parts and Service for Quincy Air Compressor Unit Price - StarTran	Building	Suite 200	Floor/Room	Telephone
Bid Type	Quote	Floor/Room		Fax	
Issue Date	11/28/2012	Telephone	1 (402) 441-7414	Email	
Close Date	12/10/2012 2:00:00 PM CST	Fax	1 (402) 441-6513		
Need by Date		Email	ssiemer@lincoln.ne.gov		

Supplier Information

Company Omaha Pneumatic Equipment Company
 Address 7117 Q Street
 Omaha, NE 68117
 Contact Shawn Evans
 Department
 Building
 Floor/Room
 Telephone 1 (402) 331-6311
 Fax 1 (402) 331-5477
 Email shawn@omahapneumatic.com
 Submitted 12/10/2012 9:39:16 AM CST
 Total \$120.00

Signature _____

Supplier Notes

\$70 per hour, \$50 trip charge, parts and accessories extra.

Bid Notes

This is a rebid. It only applies to StarTran facilities.

NOTE: If there are no qualified bids received, the City may cancel current Unit Price contracts and incorporate the StarTran work into the overall City/County/PBC bid.

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	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Contact	Name of person submitting this bid:	Shawn Evans
6	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
7	References	I have attached my References to the Response Attachment section of this bid.	Yes
8	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
9	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 _____	(a) Yes, (b) Yes
10	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

11 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.)

</p> <p>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?

</p> <p>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.

</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
If NO, why?</p>	(1) No, (2) No, (3) Yes
12 Assignability Conditions	I acknowledge and understand that the Vendor shall not assign any portion of the work to be performed under the terms of a contract or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities hereunder without the prior written consent of the City of Lincoln.	Yes
13 Service Representative	List the name, address and phone number of the Representative that will be notified of any and all activity related to this account. Also list a secondary name and phone number if the Representative is not available for any reason.	Shawn Evans 7117 Q Street, Omaha, NE (402) 331-6311, Tracy White (402) 331-6311
14 Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
15 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.
</p> <p>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.

</p> <p>What is the age of your business?

</p> <p>What are the annual gross receipts of your business - List One:
</p> <p>\$0 - \$500,000.00
</p> <p>\$500,000.00 - \$1 Million
</p> <p>\$1 Million - \$5 Million
</p> <p>Over \$5 Million</p>	22 years, 1-5 million
16 Emergency Service	I agree that our company will be on-site at StarTran and perform pumping services within 24 hours of being notified of an emergent situation.	Yes

17	Service Technician Experience	Please indicate if your Service Technicians are factory trained in the repair of Quincy Air Compressors. If "No", then indicate their experience in working with this equipment.	No, 1 year
18	Contact Name for Calls	Provide the names and phone numbers of two contact persons at your company that would be available for Standard and Emergency Calls under this contract.	Shawn Evans (402) 331-6311, Ralph Sublett (402) 690-3343
19	Percentage Markup of Material, excluding freight	Percentage Markup of Material, Excluding Freight. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! 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.	20
20	Percentage Markup of Rental Equipment	Percentage Markup of Rental Equipment. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! 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.	20
21	Percentage Markup of all Subcontractors Cost	Percentage Markup of Sucontractor Costs. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the amount charged by Subcontractor may be requested with the final invoice to verify quoted price.	20
22	Preventative Maintenance Orders - % of Discount off Parts	Indicate your % of DISCOUNT off the catalog price for parts ordered by StarTran to be used in PREVENTATIVE MAINTENANCE of the Quincy Air Compressor.	15
23	Catalog	I understand and agree that if awarded this contract, I will furnish StarTran with a "Parts Catalog" for the Quincy Air Compressor within 10 days of the contract award.	Yes
24	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission 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. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
25	Numbers in Price Box	 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. 	Yes
26	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Service Technician - Labor rate per hour	\$70.00

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: \$70 per hour, time starts from when the tech leaves until he returns

2	1	EA	Enter 0 in Unit Price if No Charge	\$50.00
		Service/Trip		
		Charge		

Item Notes:

Supplier Notes: \$50 trip charge per visit

Response Total: \$120.00

**SPECIFICATIONS
UNIT PRICE CONTRACT
QUINCY AIR COMPRESSOR REPAIR AND PART REPLACEMENT
STARTRAN**

1. SCOPE OF CONTRACT

- 1.1 The City of Lincoln Transit Service StarTran (hereinafter referred to as "Owner"), desires to retain qualified vendors on a Unit Price Contract basis to perform repair service, replace parts for mechanical breakdown of the Quincy Air Compressor under \$4,000 at the City Transit maintenance shop and to supply parts ordered by the Owner for preventative maintenance.
 - 1.1.1 The Quincy Air Compressor model QMB25ACA23SF, Serial #85648 is the main air compressor supplying air for the mechanic's pneumatic tools used in the repair of StarTran vehicles and air to oil pumps for transporting oil to hose reels to fill vehicle reservoirs.
- 1.2 A sample Unit Price Contract describing the obligations of the Owner and the Vendor is attached to the e-bid.
- 1.3 StarTran staff performs preventative maintenance every three months.
 - 1.3.1 Preventative maintenance performed by the Owner's staff includes, but is not limited to, changing oil and filters every three months and drive belts one time per year.
- 1.4 Owner will contact the Vendor on an as-needed basis for the services required and to order parts for preventative maintenance.
- 1.5 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.
 - 1.5.1 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.
 - 1.5.2 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.
- 1.6 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 rate shown in the Line Item Unit Price box.
- 1.7 The Owner prefers that no adjustments are made in labor rates during the initial contract period.
 - 1.7.1 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.
 - 1.7.2 Any wage adjustments or other changes to the contract must be submitted to the City a minimum of 30 days prior to implementation.
- 1.8 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.
- 1.9 The Owner receives funding from the Federal Government for the operation of their transit program.
 - 1.9.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
 - 1.9.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
- 1.10 **Due to the fact that this contract uses Federal Grant money from FTA, only StarTran may purchase from this contract.**
- 1.11 The Vendor shall provide to the Purchasing Department and StarTran a quarterly report and a final report, showing all purchases made under the terms and conditions of the contract.

- 1.11.1 Such reports shall itemize the following information:
 - 1.11.1.1 Product type(s) and quantities purchased.
 - 1.11.1.2 Total dollar amount of purchases.
- 1.12 Vendor shall include ALL costs associated with labor and the trip charge in their line item pricing - unless noted in the bid response, additional charges associated with labor and travel/trip charges will not be allowed.
 - 1.12.1 Indicate in the attribute section of the e-bid the percentage **markup** of for Materials excluding freight, Rental Equipment and Subcontractor Costs for REPAIR of the Quincy Air Compressor.
 - 1.12.2 Indicate in the attribute section of the e-bid the percentage of **discount** for the catalog price when the owner purchases parts for PREVENTATIVE MAINTENANCE for the Quincy Air Compressor.
- 1.13 The City requires fair and reasonable pricing that is comparable to other businesses and/or government entities.
- 1.14 Vendor shall include in the Response Attachment section of the e-bid a Quincy Air Compressor "Parts Catalog" with pricing listed for all items.

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 and the required performance/payment bond.
- 2.2 Also, within such time period the Vendor must furnish, with the executed contract, a certificate of insurance in accordance with the "Insurance Clause to be used for All Unit Price Contracts", naming the City of Lincoln as additional insured.

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)
- 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.

4. VENDOR AND SERVICE REQUIREMENTS

- 4.1 Vendors shall provide repair service for breakdowns when the air compressor is inoperable and supply replacement parts ordered for preventative maintenance.
- 4.2 Vendors shall attach a list of three references for government or commercial projects in the Supplier Response Section of the e-bid response.
 - 4.2.1 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.
- 4.3 Vendors shall repair and/or replace Quincy Air Compressors parts such as, but not limited to, compressor oil, oil filters, air filters, check valves, diaphragm kits and other misc. parts as required.
 - 4.3.1 Replacement parts and service methods must be provided by an authorized Quincy dealer for a Quincy Air Compressor model QMB25ACA23SF, Serial #85648.
 - 4.3.1.1 Parts must be genuine Quincy replacement parts or approved equal.
 - 4.3.2 Vendor to indicate in the attribute section if their Service Technicians are factory trained in the repair of Quincy Air Compressors - If "No", then indicate their experience in working with this equipment.
 - 4.3.3 Quincy Air Compressors require proprietary oil and oil filters according to manufacturer's requirements.
- 4.4 Vendors shall have parts inventory and capabilities to repair in emergency situations.

- 4.5 Replacement parts ordered by the Owner for preventative maintenance must be delivered within 3 to 5 business days.
- 4.6 If Owner leaves a message for the contact person, Vendor shall respond to the department, via a phone call, within 4 hours of initial request by department - calls prior to 1:00 p.m. shall be returned by the vendor within 4 hours and calls after 1:00 p.m. shall be returned by the vendor before 9:00 a.m. the following business day.
 - 4.6.1 Department shall discuss the repair/replacement with the company representative and determine if repair is an emergency, non-emergency or can wait for next available time slot to make repair/replacement.
 - 4.6.2 If non-emergency repair/replacement is required, bidder shall respond onsite within 48 hours of initial call from department.
 - 4.6.3 If emergency repair/replacement is required, department shall indicate emergency situation and bidder shall respond onsite within 24 hours of call.
 - 4.6.4 Owners may contract with more than one Vendor to ensure that response times can be met.
- 4.7 Vendor must service the air compressor between 7:00 a.m. and 7:00 p.m. Monday through Friday - which are normal hours of operation for StarTran.
 - 4.7.1 The City will not pay overtime charges if these hours exceed the vendors normal business operation hours.
- 4.8 Vendors shall provide at least (2) two contact persons at the company for standard and emergency calls.
- 4.9 Vendor will be required to complete a Unit Price Quote Sheet for any and all repair and replacement projects completed under this contract.
 - 4.9.1 There is no charge to the department for completion of Quotes.
 - 4.9.2 Periodic audits will be performed by the Owner to determine if the Vendor is charging according to the contract terms.
 - 4.9.2.1 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 Owners Agent shall notify the Vendor, with follow-up notification in writing, of the complaint for non-compliance.
- 5.2 The Vendor shall be given 24 hours to correct the cause of the complaint.
- 5.3 If the Owners 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 Vendor.
- 5.4 The Purchasing Agent shall notify the Vendor in writing of the cancellation of the contract.
 - 5.4.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.
 - 5.4.2 In such event, the Vendor 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 Vendor except to pay for such services as are actually performed pursuant to the terms of this contract.
- 5.5 The Owner has the right to terminate this contract for convenience with a 30 written notification to the Vendor of it's 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.

ATTACHMENT 1

QUOTE FORM

Parts and Service for Quincy Air Compressor
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
Service Technician			
Trip Charge			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

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

SUBCONTRACTORS COSTS

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

TOTAL PRICE (NOT TO EXCEED)

\$ _____

FIRM:
BY:
ADDRESS:
PHONE

APPROVED BY:

Change Order #: _____
Accepted: _____
Not Accepted: _____

Department/Agency Representative

DATE: _____