

12010071

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**Annual Requirements for
Magnetic Strip Fare Devices
Public Works & Utilities, StarTran
Quote dated 10/25/11
(Sole Source)**

**GFI Genfare
751 Pratt Blvd.
Elk Grove Village, IL 60007
847-593-8655**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **GFI Genfare, 751 Pratt Boulevard, Elk Grove Village, IL 60007** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

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, to-wit:

Annual Supply Magnetic Strip Fare Devices for StarTran

and,

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City have 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, as follows:

Agreement to GFI Genfare Quote dated October 25, 2011. (Attachment A)

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/services, according to the pricing on GFI Genfare Quote dated October 25, 2011 (Attachment A), a copy thereof being attached to and made a part of this 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. The work included in this Contract shall begin upon execution of this contract and run through October 24, 2012.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreements
 2. Pricing, Attachment A

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 by these presents 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:

Jean E. Roeger
City Clerk



CITY OF LINCOLN, NEBRASKA

Miki Exposito
Dept.

07106

Approved by Directorial Order No. _____

dated February 23, 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Scott E. Netzley (SEAL)
Secretary Scott E. Netzley, CFO

GFI Genfare, a Division of SPX Corporation

Name of Corporation
751 Pratt Boulevard
Elk Grove Village, IL 60007
(Address)

By: Kim R. Green
Duly Authorized Official Kim R. Green
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

2/2

Quote for StarTran Magnetic Strip Fare Devices

PASS DESCRIPTION	QTY PER PIECE 2,500	QTY PER PIECE 5,000	QTY PER PIECE 10,000	QTY PER PIECE 15,000
Regular 31 Consecutive Day Pass	\$0.30	\$0.27	\$0.23	\$0.23
Low Income 31 Consecutive Day Pass	\$0.30	\$0.27	\$0.23	\$0.23
Regular 31 Consecutive Day Handi-Van Pass	\$0.30	\$0.27	\$0.23	\$0.23
Low Income 31 Consecutive Day Handi-Van Pass	\$0.30	\$0.27	\$0.23	\$0.23
Regular 20 Ride Pass	\$0.30	\$0.27	\$0.23	\$0.23
Handi-Van 20 Ride Pass	\$0.30	\$0.27	\$0.23	\$0.23
Senior Saver/Go For Less Pass	\$0.30	\$0.27	\$0.23	\$0.23
Two Ride Pass	\$0.30	\$0.27	\$0.23	\$0.23
Blank Replacement Pass (logo & phone) unencoded	\$0.29	\$0.26	\$0.22	\$0.22
Blank Transfers (On Buses)	\$0.02	\$0.02	\$0.02	\$0.02

Electronic art files are required when sending orders to a new supplier
 FOB GFL

magneticstripdevices