

**CONTRACT DOCUMENTS
STARTRAN**

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY OF
AUTOMOTIVE PARTS AND SUPPLIES -
STARTRAN
Bid No. 13-151**

**Factory Motor Parts
2460 Airport Blvd.
Aurora, CO 80011-7723
303-371-7455**

**CITY OF LINCOLN
STARTRAN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between Factory Motor Parts, 2460 Airport Blvd., Aurora, CO 80011-7723, 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 **Annual Supply of Automotive Parts and Supplies - StarTran** 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 2 for Batteries.

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 vehicle batteries, according to Line Item 2 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. The total cost of products or services shall not exceed \$1,500.00 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.
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. Addendum No. 1
 4. Attachments A and B
 5. Special Provisions
 6. Specifications
 7. Federal Documentation
 8. Instructions to Bidders
 9. Insurance Requirements
 10. 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:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Factory Motor Parts
Name of Corporation

2410 Airport Blvd Aurora Co
(Address) 80011

By: Dana Carney
Duly Authorized Official

Fleet Contract Specialist
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address	StarTran 710 J St. Lincoln, NE 68508
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact	
Phone	1 (402) 441-8309			Department	Building
Fax	1 (402) 441-6513				
Bid Number	13-151 Addendum 1	Department			
Title	Annual Supply of Automotive Parts and Supplies - StarTran	Building	Suite 200	Floor/Room	Telephone
Bid Type	Bid	Floor/Room		Fax	
Issue Date	05/01/2013	Telephone	1 (402) 441-8309	Email	
Close Date	5/15/2013 12:00:00 PM CT	Fax	1 (402) 441-6513		
Need by Date		Email	rwalla@lincoln.ne.gov		

Supplier Information

Company factory motor parts
 Address 12330 e 46th ave
 denver, CO 80239
 Contact dana carney
 Department
 Building
 Floor/Room
 Telephone 1 (303) 3717455 2004
 Fax 1 (303) 3717540
 Email d.carney@fmpco.com
 Submitted 5/9/2013 11:04:23 AM CT
 Total \$13,677.65

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Electronic Signature	Please check here for your electronic signature.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Contact	Name of person submitting this bid:	Dana Carney
4	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
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	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
7	Pricing/Percentage 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) Battery prices firm for the first full contract period.YES or NO If NO, state period for which prices will remain firm:_____ (b) Catalog discount rates will remain firm for the first full contract period. YES or NO If NO, state period for which prices will remain firm:_____<	DKC
8	References	I have attached my References to the Response Attachment section of this bid.	Yes
9	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
10	Catalog Discount List	I have completed and attached the Catalog Discount List to the Response Attachment section as required.	Yes
11	Catalogs and/or CD Submission	I have mailed and/or delivered the catalogs or CD's that are listed on the Catalog list as required in the Specifications. Catalogs and CD's have been mailed to the City Purchasing Office, care of Bob Walla.	DKC
12	Batteries	I understand that the batteries listed in the Line Items will be priced separately from the other items in the Catalog. All other types of batteries will be priced at the Catalog discount rate. Batteries will be evaluated for durability and reliability prior to award selection.	Yes
13	Delivery Requirements	Can your company meet the delivery requirements as shown in the Specifications? YES or NO If NO, What do you propose for delivery time?	yes

14 Agreement to Addendum No. 1

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

Line Items

#	Qty	UOM	Description	Response
1	10	EA	Vehicle Battery	\$152.09

Manufacturer: CarQuest Model 8D30/T904 OR Equivalent

Item Notes: The Brand and Model listed is a basis for the type and size of battery required.

Vendor shall provide the Brand and Model of battery being bid in the Supplier Notes section of their ebid response.

StarTran shall evaluate the battery model and brand being bid in order to determine if it will meet their needs prior to making an award.

Bid price must include delivery.

See Bid Attachment section for battery requirements.

Supplier Notes: AcDelco 771A

2	10	EA	Vehicle Battery	\$75.00
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Manufacturer: CarQuest Model 78-60 OR Equivalent

Item Notes: The Brand and Model listed is a basis for the type and size of battery required.

Vendor shall provide the Brand and Model of battery being bid in the Supplier Notes section of their ebid response.

StarTran shall evaluate the battery model and brand being bid in order to determine if it will meet their needs prior to making an award.

Bid price must include delivery.

See Bid Attachment section for battery requirements.

Supplier Notes: AcDelco 78PS

3	75	EA	Vehicle Battery	\$152.09
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Manufacturer: O'Reilly OR Equivalent Brand Manufacturer #: Model #708D-T928

Item Notes: The type and size of battery listed is required.

Vendor shall provide the Brand and Model of battery being bid in the Supplier Notes section of their ebid response.

StarTran shall evaluate the battery model and brand being bid in order to determine if it will meet their needs prior to making an award.

Bid price must include delivery.

See Bid Attachment section for battery requirements.

Supplier Notes: AcDelco 771A

Response Total: \$13,677.65

City of Lincoln/Lancaster County

Bid Information

Bid Owner Robert Walla Asst. Purchasing Agent
Email rwalla@lincoln.ne.gov
Phone 1 (402) 441-8309
Fax 1 (402) 441-6513

Bid Number 13-151
Title Annual Supply of Automotive Parts and Supplies - StarTran Bid
Bid Type Bid
Issue Date 05/01/2013
Close Date 5/15/2013 12:00:00 PM

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68516
Contact Robert Walla Asst. Purchasing Agent
Department Purchasing
Building
Floor/Room Suite 200
Telephone 1 (402) 441-8309
Fax 1 (402) 441-6513
Email rwalla@lincoln.ne.gov

Ship to Information

Address StarTran
 710 J St.
 Lincoln, NE 68508
Contact
Department
Building
Floor/Room
Telephone (402) 441-7185
Fax
Email

Supplier Information

Company Name Factory Motor Parts
Contact Name Dana Carney
Address 2829 North 33rd #5
Lincoln, NE 68504

Telephone 877-710-3895
Fax 719-434-2417
Email d.carney@fmpco.com

Signature Dana Carney

Supplier Notes

Date 5/11/2013

Bid Notes

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	13 Startran auto parts specs.pdf	Specifications
Header	13-151adv.pdf	Notice to Bidders
Header	Instructions to Bidders City - B 04-05-12.pdf	Instructions to Bidders
Header	Special Provisions for Term Contracts - City & County.pdf	Term Contract Provisions
Header	Auto Parts Catalog Bid Sheet.pdf	Catalog Bid Sheet
Header	Fleet List Support Vehicles.pdf	Fleet List - Support Vehicles and Equipment

City of Lincoln, NE - StarTran Automotive Parts

Attachment A

Submitted by: Factory Motor Parts
(Please type or print)

Name: Dana Carney

Address: 2829 North 33rd

Lincoln, NE 68504

PLEASE NOTE THE ONLY WAY YOUR BID WILL BE ACCEPTED IS SHOWING THE CATALOG PRICE WITH A DISCOUNT ON THAT PRICE.

Catalog Name	<u>AcDelco</u>	Catalog Date	<u>5/2013</u>	Less	<u>19</u>	%
Catalog Name	<u>Motorcraft</u>	Catalog Date	<u>5/2013</u>	Less	<u>19</u>	%
Catalog Name	<u>Bendix</u>	Catalog Date	<u>5/2013</u>	Less	<u>28</u>	%
Catalog Name	<u>Centric</u>	Catalog Date	<u>5/2013</u>	Less	<u>28</u>	%
Catalog Name	<u>Cardone</u>	Catalog Date	<u>5/2013</u>	Less	<u>28</u>	%
Catalog Name	<u>Fel Pro</u>	Catalog Date	<u>5/2013</u>	Less	<u>27</u>	%
Catalog Name	<u>KVB</u>	Catalog Date	<u>5/2013</u>	Less	<u>27</u>	%
Catalog Name	<u>Moog</u>	Catalog Date	<u>5/2013</u>	Less	<u>27</u>	%
Catalog Name		Catalog Date		Less		%
Catalog Name		Catalog Date		Less		%
Catalog Name		Catalog Date		Less		%

Each Vendor must list the Catalog Name for each catalog that will be used during the term of the contract with the City of Lincoln for these products.

Catalog Date is the date when the Catalog listed expires.

Less _____ % is the percent under the Catalog price for each product ordered during the term of the contract.

Following award of contract the Vendor may add new Catalogs but may not decrease the percent-off. An increase in the percent-off of Catalog price is allowed.

Audits of Vendor prices will be conducted in order to determine that Vendor is charging the proper percent-off catalog price.

This Attachment must be attached to the Response Attachment of the Vendors ebid response. Failure to attach to the bid will result in the rejection of the bid.

City of Lincoln

References

Board of Police

Sgt Daniel Chitwood

3930 Laclede Ave

St Louis, MO 63108

314-444-1218

Board of Police Kansas City

Trina Cannady

1125 Locust Room

Kansas City, MO 64106

816-234-5580

North Dakota DOT

Dillys Bach

608 East Boulevard Ave

Bismarck, ND 58505

701-328-6941



Nebraska Resale or Exempt Sale Certificate

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name The City of Lincoln				Name Factory Motor Parts			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 12330 E. 46th Ave.			
City Lincoln	State NE	Zip Code 68508		City Denver	State CO	Zip Code 80239	

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
(exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the normal course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the normal course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of repair parts for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The seller must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).

**SPECIFICATIONS
ANNUAL SUPPLY
AUTOMOTIVE MAINTENANCE AND REPAIR PARTS - STARTRAN**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln (hereinafter referred to as City) is requesting bids to purchase Automotive Maintenance and Repair Parts for our Transit System Support Vehicles.
 - 1.1.1 Parts include, but are not limited to batteries, belts, gaskets, sealers, filters, etc..
 - 1.1.2 Batteries will have their own line item pricing and will not be included as part of the catalog discount pricing.
 - 1.1.2.1 Battery pricing will remain firm through term of original contract unless a price increase is requested due to changing market conditions.
- 1.2 Vendors shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.3.3 No direct contact is allowed between Vendor and other City staff, besides Purchasing, throughout the bid process.
 - 1.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.4 The City receives funding from the Federal Government for the operation of their program.
 - 1.4.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
 - 1.4.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
- 1.5 The City has the option to purchase additional products on this bid in an amount that does not exceed 20% of the estimated cost through each of the contract terms.
 - 1.5.1 The estimated annual expenditure is \$28,000.00 or \$56,000.00 over the two year term of the contract.
 - 1.5.1 If the total amount will be exceeded during any of the contract terms, a new bid may be solicited according to FTA Procurement Guidelines.
 - 1.5.2 In the event the City reduces the amount of service provided by StarTran, or other circumstances develop, the City may order in a quantity less than the amount listed without any penalty to the City.
- 1.6 Prices submitted must include delivery, FOB destination, to:

StarTran Garage
710 J Street
Lincoln, Ne 68508
- 1.7 Automotive Parts shall be delivered as-needed upon contract execution by both parties for a period of two (2) years with the option to renew for one (1) additional two (2) year period.
- 1.8 **Due to the fact that this contract uses Federal Grant money from FTA, only StarTran may purchase from this contract.**
- 1.9 The Vendor shall provide to StarTran a quarterly report and a final report, showing all purchases made under the terms and conditions of the contract.

- 1.9.1 Such reports shall itemize the following information:
 - 1.9.1.1 Product type(s) and quantities purchased.
 - 1.9.1.2 Total dollar amount of purchases.
- 1.9.2 Failure to provide the report as listed may result in termination of the contract and the Vendor being restricted from bidding on future opportunities.
- 1.10 Vendor must complete and submit their bid via the ebid system and a written response.
 - 1.10.1 Written response shall be the catalog/s referenced in Attachment A and/or a CD which indicates the exact part description and catalog cost for all items.
 - 1.10.1.1 Rate listed on CD shall be the standard catalog price and the City will reduce that catalog price according to the discount listed in Attachment A.
 - 1.10.1.2 There are three types of batteries will have their own line item pricing and will not be included as part of the catalog or CD discount pricing.
- 1.11 Following award, the Vendor may provide an online ordering system which provides the pricing for all parts according to the contract terms with the discounts applied.
- 1.12 StarTran may request product information and/or samples of products to determine quality and reliability.
 - 1.12.1 Vendor must provide these samples and/or information within 2 business days of the request.
 - 1.12.2 StarTran will not be invoiced for the samples until they have completed their examination of the product and have accepted the product.
- 1.13 The City and/or StarTran will conduct regular audits to confirm that pricing is being charged according to the contract and bid response percentage off of catalog price.

2. DELIVERY AND CONTRACT REQUIREMENTS

- 2.1 A Bill of Lading will be provided with each invoice containing the following information:
 - 2.1.1 Point of delivery address.
 - 2.1.2 Product, type and amount delivered.
 - 2.1.3 Date and time of delivery.
 - 2.1.4 Unit Price and Total price of each item.
 - 2.1.5 **Signature of accepting individual (MANDATORY)**
 - 2.1.6 Contract Number or City Bid Number.

3. CONTRACTOR RESPONSIBILITY

- 3.1 All products must meet or exceed all O.E.M. specifications with a minimum of one year warranty on workmanship and material.
 - 3.1.1 OEM Specifications are used to establish acceptable standards of quality, performance features, and design required, and in no way are intended to prohibit the bidding of other Manufacturers' items of equal material.
- 3.2 All products shall meet any other applicable industry standard such as S.A.E., A.P.I, etc.
- 3.3 Deliveries shall be made within twenty-four (24) hours after notification by StarTran.
 - 3.3.1 Vendor shall provide emergency delivery upon request by the department which requires parts delivery within 2 hours of phone notification by StarTran.
- 3.4 Orders will be placed via E-mail or phone call from City with the following information provided by StarTran:
 - 3.4.1 Ordering agency and delivery location.
 - 3.4.2 Product type(s) and quantity.
 - 3.4.3 Catalog name and number as provided in bid.
- 3.5 Vendors who are submitting bids, and will be awarded contracts, must provide the warranty services for all parts and equipment sold.
 - 3.5.1 Replacements for defective parts under warranty must be replaced within 24 hours of order being placed by StarTran.

4. **AWARD OF BID**

- 4.1 Bid will be awarded based on the following information submitted in the Vendors response:
 - 4.1.1 The price of parts as determined by the catalog price.
 - 4.1.1.1 Vendors must include the name of all catalogs, pricing and discounts offered during the contract term on Attachment A and include that attachment in the Response Attachment section of their ebid response.
 - 4.1.1.2 Catalogs and pricing options will only be accepted from Factory Authorized Distributors of the parts and equipment being supplied.
 - 4.1.1.3 Vendor must submit a copy of the exact catalog/s that are listed on Attachment A which provides the price for all items within.
 - 4.1.1.3.1 The City will use the catalog price, less any discounts offered, multiplied by the estimated quantity in order to develop a price determination.
 - 4.1.1.4 Catalogs must be shipped to the following address prior to the close of the bid listed in the ebid system:
City/County Purchasing
Bob Walla
StarTran Auto Parts
Lincoln, NE 68508
 - 4.1.1.5 Vendors may also submit a CD with catalog pricing and a complete description of each item if catalogs are not being utilized by their company.
 - 4.1.1.5.1 List the CD name, date and discount on Attachment A as if it was a catalog.
 - 4.1.2 Previous and current contract performance for similar size fleets.
 - 4.1.2.1 Provide references from at least 3 sites where you are currently providing similar services as listed in these specs.
 - 4.1.2.2 Include Company Name, Address, Contact Name, Contact Phone Number and size/scope of contract on company letterhead and include it in the Response Attachment section of your ebid response.
 - 4.1.3 Financial stability of company.
 - 4.1.4 Ability to provide orders within the timeline listed in these specifications.
 - 4.1.5 Ability to fill orders with a minimum of a 98% fill rate.
 - 4.1.6 Ability to fill backorders within 3 business days from date of original order.
 - 4.1.7 Compliance with all other requirements as outlined in these specifications.
- 4.2 The City reserves the right to award a contract to more than one Vendor if it is in the best interest to do so in order to avoid supply disruptions.

ADDENDUM #1
Issue Date:05/08/13
SPECIFICATION NO.13-151
FOR
ANNUAL SUPPLY OF AUTOMOTIVE PARTS AND SUPPLIES
STARTRAN

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

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

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

1. **The requirement specs do not specify the 8D Battery terminal/stud sizes. Can you please provide the sizes needed?**

Answer: **The Standard 8D battery has standard top posts.**
 The T928 battery has side posts that are 1/2" positive and 3/8" negative.
 The T904 battery has top post studs.

End of Addendum

Submitted by: _____

(Please type or print)

Name: _____

Address: _____

PLEASE NOTE THE ONLY WAY YOUR BID WILL BE ACCEPTED IS SHOWING THE CATALOG PRICE WITH A DISCOUNT ON THAT PRICE.

Catalog Name _____ Catalog Date _____ Less _____ %

Catalog Name _____ Catalog Date _____ Less _____ %

Catalog Name _____ Catalog Date _____ Less _____ %

Catalog Name _____ Catalog Date _____ Less _____ %

Catalog Name _____ Catalog Date _____ Less _____ %

Catalog Name _____ Catalog Date _____ Less _____ %

Catalog Name _____ Catalog Date _____ Less _____ %

Catalog Name _____ Catalog Date _____ Less _____ %

Catalog Name _____ Catalog Date _____ Less _____ %

Catalog Name _____ Catalog Date _____ Less _____ %

Catalog Name _____ Catalog Date _____ Less _____ %

Each Vendor must list the Catalog Name for each catalog that will be used during the term of the contract with the City of Lincoln for these products.

Catalog Date is the date when the Catalog listed expires.

Less _____ % is the percent under the Catalog price for each product ordered during the term of the contract.

Following award of contract the Vendor may add new Catalogs but may not decrease the percent-off. An increase in the percent-off of Catalog price is allowed.

Audits of Vendor prices will be conducted in order to determine that Vendor is charging the proper percent-off catalog price.

This Attachment must be attached to the Response Attachment of the Vendors ebid response. Failure to attach to the bid will result in the rejection of the bid.

Attachment B

StarTran Fleet List, Support Vehicles and Equipment

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.		



EFFECTIVE OCTOBER 1, 2011
Supersedes all previous information. Subject to change without notice.

CARQUEST

Battery Line Specifications

GROUP NO.	PART NO.	FOOTNOTES	SUGG. WARR.		PERFORMANCE LEVEL			APPROX. WEIGHT (lbs) WET	MAXIMUM OVERALL DIMENSIONS (INCHES AND MM)						
			FREE	PRO RATED	CCA @ 0°F	RESERVE CAPACITY	REF. CA @ 32°F		L	W	H				
12-VOLT PLATINUM AGM STARTING / DUAL PURPOSE - 12 MONTH & 24 MONTH FREE REPLACEMENT															
31	NG31	2,13,17,S	12	36	925	190	1060	65							
	NG31CS	2,13,17,38,39,S	12	36	800	200	1000	69	13	330	6 3/4	171	9 1/2	241	
34	NG34	2,13,17	12	36	775	120	955	41	10 3/4	273	6 7/8	175	8	203	
34R	NG34R	2,13,17	12	36	775	120	955	41	10 3/4	273	6 7/8	175	8	203	
34/78	NG3478	2,13,16,17	12	36	775	120	955	42 1/2	10 3/4	273	6 7/8	175	8	203	
34M/24	NG34M	2,13,17,U	12	36	775	120	955	41 1/2	10 3/4	242	6 7/8	175	8 3/8	212	
47	NG47	13,17,22	24	70	600	100	690	39	9 9/16	242	6 7/8	175	7 1/2	190	
48	48AGM70	13,17,22	24	70	760	120	875	45 1/2	11	278	6 7/8	175	7 1/2	190	
49	49AGM70	13,17,22	24	70	850	170	975	58 1/2	13 15/16	354	6 7/8	175	7 1/2	190	
65	NG65	2,13,17	12	36	775	150	955	46	12	305	7 3/8	187	7 5/8	194	
94R	NG94R	13,17,22	24	70	800	140	920	51 1/2	12 7/16	315	6 7/8	175	7 1/2	190	
Miata	8AMU1R	2,13,22,38,39	12	40	320	45	400	25	7 3/4	197	5 1/8	130	7 1/4	184	
12-VOLT ADVANCED GENERATION - SEVERE SERVICE - 36 MONTH FREE REPLACEMENT															
34/78	AG3478-84	14,16,17,18,22,37	36	84	850	115	1020	41	10 3/4	273	6 7/8	175	8	203	
75/86	AG3575-84	14,16,17,18,22,37	36	84	690	90	820	34 1/2	9 3/4	248	7	178	8 1/8	206	
24F	AG24F-84	17,22	36	84	725	120	890	41	10 3/4	273	6 3/4	171	9	229	
34	AG34-84	17,18,22,37	36	84	850	115	1020	38 1/2	10 3/4	273	6 7/8	175	8	203	
35	AG35-84	17,22	36	84	625	95	775	35 1/2	9 3/4	248	6 7/8	175	8 7/8	225	
	AG65-84	17,22	36	84	750	140	885	45 1/2							
65	AG65-84N	17,22	36	84	880	150	1040	45 1/2	12	305	7 3/8	187	7 5/8	194	
75	AG75-84	17,22	36	84	690	90	820	34 1/2	9 3/4	248	7	178	7 1/4	184	
78	AG78/100-84	17,22	36	84	850	115	1020	39	10 3/4	273	6 7/8	175	7 1/4	184	
12-VOLT PASSENGER CAR - LIGHT TRUCK - VAN - 24 MONTH FREE REPLACEMENT															
24	24-70	17,22	24	70	675	115	850	40	10 3/4	273	6 3/4	171	9	229	
	24-60	17,22	24	60	550	90	650	35 1/2							
24F	24F70	17,22	24	70	675	115	850	40	10 3/4	273	6 3/4	171	9	229	
	24F60	17,22	24	60	550	90	650	35 1/2							
25	25-60	17,22	24	60	550	90	675	33 1/2	9 3/4	248	6 7/8	175	8 7/8	225	
26	26-60	17,18,22,37	24	60	540	80	665	29 1/2	8 3/4	222	6 3/4	171	8	203	
26R	26R60	17,18,22,37	24	60	540	80	665	29 1/2	8 3/4	222	6 3/4	171	8	203	
27	27HD70	17,21	24	70	840	140	1010	49 1/2	12 5/8	321	6 3/4	171	9	229	
27	27-70	21	24	70	710	120	860	45 1/2	12	305	6 3/4	171	9	229	
27F	27FHD70	17,21	24	70	840	140	1010	49 1/2	12 5/8	321	6 3/4	171	9	229	
	27F70	21	24	70	710	120	860	45 1/2	12 3/8	314	6 3/4	171	9	229	
34/24	34-70	17,18,22,37	24	70	690	110	820	36 1/2	10 3/4	273	6 7/8	175	8	203	
	34-60	17,18,22,37	24	60	550	90	690	33 1/2							
34R	34RHD70	17,18,22,37	24	70	850	115	1020	38 1/2	10 3/4	273	6 7/8	175	8	203	
35	35-60	17,22	24	60	550	90	675	33 1/2	9 3/4	248	6 7/8	175	8 7/8	225	
36R	36R70		24	70	650	120	800	42	10 1/4	260	7 1/4	184	8	203	
41	41-70	22	24	70	650	100	800	38	11 9/16	293	6 7/8	175	6 7/8	175	
42	42-70		24	70	475	70	590	29	9 9/16	242	6 7/8	175	6 7/8	175	
45	45-60		24	60	485	65	600	30 1/2	9 3/8	238	5 1/2	140	9	229	
50	50-60	17	24	60	600	108	750	43	13 3/8	340	5 3/8	136	8 7/8	225	
51	51-60	22	24	60	475	70	590	28	9 3/8	238	5	127	8 3/4	222	
51R	51R60	22	24	60	475	70	590	28	9 3/8	238	5	127	8 3/4	222	
55	55-60	17,18	24	60	570	90	705	29 1/2	8 3/4	222	6	152	8 1/2	216	
58	58-60	17,22	24	60	580	85	725	31 1/2	10	254	7 1/4	184	7	178	
58R	58R42-60	17,22	24	60	580	85	725	31 1/2	10	254	7 1/4	184	6 7/8	175	
59	59-70	17	24	70	590	100	700	37	9 1/2	241	7 1/16	189	7 1/2	190	
64	64-60		24	60	620	100	770	42	11 3/4	298	6 1/4	159	8 7/8	225	
65	65-60	17,22	24	60	675	130	890	41	12	305	7 3/8	187	7 5/8	225	
70	70-60	17,18,22,37	24	60	540	80	665	29 1/2	8 3/4	222	7	178	7 1/8	181	
74	Use Group 78 as bolt-in substitute.														
75	75-70	17,22	24	70	650	85	800	33	9 3/4	248	7	178	7 1/4	184	
	75-60	17,22	24	60	540	85	670	32							
78	78-60	17,22	24	60	690	110	820	36 1/2	10 3/4	273	6 7/8	175	7 1/4	184	
78/79	79-70	17,22	24	70	850	115	1020	39	10 3/4	273	6 7/8	175	7 1/4	184	
79	79-70A	22	24	70	840	140	1000	43	12 1/16	307	7 1/16	179	7 3/8	188	
85	85-70	22	24	70	650	110	775	35 1/2	9	299	6 7/8	175	8 1/8	206	
86	86-70	22	24	70	690	90	775	34 1/2							
	86-60	22	24	60	540	85	675	32	9	229	6 7/8	175	8 1/8	206	
101	101-70	22	24	70	650	110	810	36	10 1/4	260	7 1/16	179	6 11/16	170	
121R	121R70		24	70	540	80	665	29 1/2	8 1/4	210	6 15/16	177	8 1/8	206	
124R	124R70	22	24	70	670	110	810	38	10 1/4	260	6 7/8	175	8 3/8	212	
151R	151R70	17,22	24	70	330	55	440	19	7 1/4	184	4 15/16	125	6 3/4	222	
12-VOLT VINTAGE VEHICLES - 6 MONTH & 12 MONTH FREE REPLACEMENT															
3EE	3EE30	11,25	6	30	400	95	485	42	19 1/4	489	4 1/4	108	9	229	
29NF	29NF40	11,15,25	6	40	390	90	465	41	12 7/8	327	5 1/2	140	9	229	
53	53-40	11,15,25	6	40	290	62	360	32 1/2	13	330	4 3/4	121	8 3/8	213	
6-VOLT PASSENGER CAR - LIGHT TRUCK - VAN - 6 MONTH FREE REPLACEMENT															
19L	19L40	11,15,25	6	40	440	120	560	26	8 1/4	210	6 3/4	171	7 1/2	191	

Line Item 2

GROUP NO.	DN CODE	PART NO.	FOOTNOTES	SUGG. WARR.		PERFORMANCE LEVEL					APPROX. NET WEIGHT (lbs)	MAXIMUM OVERALL DIMENSIONS (IN INCHES AND 1/8")					
				FREE	PRO RATED	CCA @ 0°F	RES. CAP.	20-HR CAP.	REF. CA @ 32°F	L		W	H				
12-VOLT EUROPEAN OE STYLE - 24 MONTH FREE REPLACEMENT																	
40R	T6	40R70	17,22	24	70	650	105	50	810	37	11	278	6 7/8	175	6 7/8	175	
41		41-70	22	24	70	650	100	64	800	38	11 9/16	293	6 7/8	175	6 7/8	175	
42		42-70		24	70	475	70	40	590	26	9 9/16	242	6 7/8	175	6 7/8	175	
47	H5	NG47 47-70	13,17,22	24	70	600	100	60	690	39	9 9/16	242	6 7/8	175	7 1/2	190	
48	6	48AGM70 48-70	13,17,22	24	70	760	120	70	875	45 1/2	11	278	6 7/8	175	7 1/2	190	
49	H8	49AGM70 49-70	13,17,22	24	70	850	170	95	975	58 1/2	13 15/16	354	6 7/8	175	7 1/2	190	
90	T5	90-70	17,22	24	70	600	90	45	745	33 1/2	9 9/16	242	6 7/8	175	6 7/8	175	
91	T6	91-70	17,22	24	70	700	100	50	875	36 1/2	11	278	6 7/8	175	6 7/8	175	
92	T7	92-70	17,22	24	70	650	130	75	780	37	12 1/2	317	6 7/8	175	6 7/8	175	
93	T8	93-70	17,22	24	70	800	130	65	960	46 1/2	13 15/16	354	6 7/8	175	6 7/8	175	
94R	H7	NG94R 94R70	13,17,22	24	70	800	140	80	920	51 1/2	12 7/16	315	6 7/8	175	7 1/2	190	
95R	H9	95R70	17,22	24	70	850	190	110	1020	64 1/2	15 1/2	394	6 7/8	175	7 1/2	190	
96R		96R70	17,22	24	70	800	90	45	745	33 1/2	9 9/16	242	6 7/8	175	6 7/8	175	
97R	H5	97R70	17,22	24	70	600	95	60	750	36 1/2	9 9/16	242	6 7/8	175	7 1/2	190	
12-VOLT HYBRID AUXILIARY - 3 MONTH FREE REPLACEMENT																	
46B24R	28800	21171	Left Positive Post	3	---	310	60	365	25.3	9 3/8	238	5 1/16	129	8 15/16	227		
46B24L	28800	21180	Right Positive Post	3	---	310	60	365	25.3	9 3/8	238	5 1/16	129	8 15/16	227		
S34B20R	28800	21181	Left Positive Post	3	---	272	40	320	23.1	7 3/4	197	5 1/16	129	8 15/16	227		
12-VOLT AUXILIARY - 3 MONTH FREE REPLACEMENT																	
AUXILIARY	AUX14			3	---	14 AMP HR RATE				11.8	5 7/8	150	3 7/16	88	5 3/4	145	
12-VOLT CARQUEST RED - 12 MONTH FREE REPLACEMENT																	
75/B6	3575-50	17,22		12	50	475	60	590	28 1/2	9 3/4	248	7	178	7 1/4	184		
24	24-50	17,22		12	50	460	70	575	32	10 3/4	273	6 3/4	171	9	229		
24F	24F50	17,22		12	50	460	70	575	32	10 3/4	273	6 3/4	171	9	229		
58	58-50	17,22		12	50	440	70	550	27 1/2	10	254	7 1/4	184	7	178		
65	65-50	17,22		12	50	660	120	865	38 1/2	12	305	7 3/8	187	7 5/8	194		
75	75-50	17,22		12	50	475	60	590	28 1/2	9 3/4	248	7	178	7 1/4	184		
78	78-50	17,22		12	50	550	90	690	33 1/2	10 3/4	273	6 7/8	175	7 1/4	184		
12-VOLT MARINE STARTING - 6 MONTH FREE REPLACEMENT																	
24	24M7	17,22,U		6	24	800	130	1000	45	10 3/4	273	6 3/4	171	9 3/8	238		
	24M6	17,22,U		6	24	675	115	820	40	10 3/4	273	6 3/4	171	9 3/8	238		
	24M4	17,22,U		6	24	460	70	575	32	10 3/4	273	6 3/4	171	9 3/8	238		
27	27M6	17,U		6	24	840	182	1050	56	12 1/2	318	6 3/4	171	9 3/8	238		
12-VOLT DEEP CYCLE - EV - TROLLING MOTOR - WHEELCHAIR - 6 MONTH FREE REPLACEMENT																	
24	DCG24	11,17,35,U		6	24	500	150	130	75	625	45	10 3/4	273	6 3/4	171	9 3/8	238
27	DCG27	11,17,35,U		6	24	575	200	175	90	715	53	12 1/2	318	6 3/4	171	9 3/8	238
31	DCG31DT	11,17,21,22,35,U		6	24	650	225	185	105	810	59	13	330	6 3/4	171	9 1/2	241
12-VOLT DUAL-PURPOSE STARTING / CYCLE SERVICE - 6 MONTH FREE REPLACEMENT																	
24	DP24M	12,17,U		6	24	550	140	120	65	685	42	10 3/4	273	6 3/4	171	9 3/8	238
27	DP27M	12,17,U		6	24	650	175	150	80	810	49	12 1/2	318	6 3/4	171	9 3/8	238
8-VOLT MARINE AND INDUSTRIAL - 6 MONTH FREE REPLACEMENT																	
GROUP NO.	PART NO.	FOOTNOTES		SUGG. WARR.		PERFORMANCE LEVEL					APPROX. WEIGHT	MAXIMUM OVERALL DIMENSIONS (IN INCHES AND 1/8")					
				FREE	PRO RATED	CCA @ 0°F	RES. CAP.	20-HR CAP.	REF. CA @ 32°F	WET	DRY	L	W	H			
981	8V185	11,15,17,25		6	30	980	1170	170	166	90	---	20 3/4	527	7 1/4	184	10 5/8	270
983	819	11,17,20,25,35,T		6	30	510	610	167	158	119	---	24 1/2	622	7 1/2	191	10 1/2	267
984	821	11,17,20,25,35,T		6	30	530	635	187	177	135	---	27 1/2	699	7 1/2	191	10 1/2	267
985	825	11,17,20,25,35,F		6	30	730	870	224	212	160	---	26 7/8	683	8 1/2	216	13 3/4	298
GROUP NO.	PART NO.	FOOTNOTES		SUGG. WARR.		PERFORMANCE LEVEL					APPROX. WEIGHT OF ACID		MAXIMUM OVERALL DIMENSIONS (IN INCHES AND 1/8")				
				FREE	PRO RATED	CCA @ 0°F	RES. CAP.	20-HR CAP.	REF. CA @ 32°F	WET	DRY	L	W	H			
6TL	6TL30	6,17,21,25,41		6	30	750	230	120	7.4	73	52	11 1/4	286	10 1/2	267	9	229
6-VOLT COMMERCIAL SERVICE - 6 MONTH FREE REPLACEMENT																	
1	1-30	21,25		6	30	640	130	800	---	30	---	9	229	6 7/8	175	8 3/4	222
2	2-30	12,25		6	30	780	200	940	---	36 1/2	---	10 3/8	264	6 7/8	175	8 3/4	222
3EH	3EH30	12,25		6	30	875	250	1035	---	47 1/2	---	19 1/4	489	4 1/4	108	10	254
4	4-30	21,25		6	30	975	250	1170	---	47	---	12 1/2	318	6 7/8	175	9 1/2	241
5D	5D30	12,25		6	30	880	250	1100	---	50	---	13 3/8	340	7/18	181	9 1/4	235
12-VOLT COMMERCIAL SERVICE - 6 MONTH FREE REPLACEMENT																	
3ET	3ET30	12,25		6	30	500	120	625	---	48	---	19 1/4	489	4 1/4	108	9 7/8	251
17TF	17TF30	11,15,19,25		6	30	530	140	630	---	58 1/2	---	17	432	6 7/8	175	8	203
30H	30H24	19,21,22		6	30	650	150	800	---	51	---	13	330	6 3/4	171	9 1/2	241
28	28-30	21,22,S		6	30	550	100	685	---	41 1/2	---	10 1/4	260	6 3/4	171	9 1/2	241
12-VOLT COMMERCIAL SERVICE - 12 MONTH FREE REPLACEMENT																	
4D	4D30	12,17,25		12	30	1050	290	1280	---	99 1/2	---	20 3/4	527	8 1/2	216	10 1/8	258
4DLT	4DLT30	12,19,25		12	30	850	240	1005	---	80	---	20	508	8 1/8	206	8 1/8	206
8D	8D30	12,17,25,41		12	30	1400	430	1700	17.5	130	80	20 3/4	527	11	279	10	254
	8DX24	12,17,25		12	24	1100	325	1340	---	117 1/2	---						
See Page 4. For Optional Battery Terminal Configuration.																	
GROUP NO.	PART NO.	FOOTNOTES		SUGG. WARR.		PERFORMANCE LEVEL					APPROX. WEIGHT	MAXIMUM OVERALL DIMENSIONS (IN INCHES AND 1/8")					
				FREE	PRO RATED	CCA @ 0°F	RESERVE CAPACITY	REF. CA @ 32°F		WET	DRY	L	W	H			
12-VOLT COMMERCIAL SERVICE - 12 MONTH FREE REPLACEMENT																	
31	31HDS30	17,19,21,22,S		12	30	1000	190	1190	58	---	---	13	330	6 3/4	171	9 1/2	241
	31S30	17,19,21,22,S		12	30	950	175	1140	56 1/2	---	---						
	31XS30	19,21,22,S		12	30	760	170	910	54 1/2	---	---						
	31XS24	19,21,22,S		12	24	650	150	810	51	---	---						
31P	31HDP30	17,19,21,22,P		12	30	1000	190	1190	58	---	---	13	330	6 3/4	171	9 1/2	241
	31P30	17,19,21,22,P		12	30	950	175	1140	56 1/2	---	---						
	31XP30	19,21,22,P		12	30	760	170	910	54 1/2	---	---						
	31XP24	19,21,22,P		12	30	650	150	810	51	---	---						

Line Item 1

GROUP NO.	PART NO.	FOOTNOTES	SUGG. WARR.		PERFORMANCE LEVEL			QTS. OF ACID	VOLTS	APPROX. DRY WEIGHT (lbs.)	MAXIMUM OVERALL DIMENSIONS (INCHES AND MM)			(IN)		
			FREE	PRO RATED	CCA @ 0°F	RES. CAP.	REF. CAP @ 32°F				L	W	H			
DRY CHARGED BATTERIES																
24	24-70DC	17,23	24	70	675	115	850	5	12	26	10 3/4	273	6 3/4	171	9	229
2HN	2HNDC	12,21,25,32	6	24	400	75	—	—	12	25	10 1/4	260	5 1/4	133	9	229
4HN	4HNDC	11,17,21,25,32	6	24	235	28	—	—	24	27.5	10 1/4	260	5 1/4	133	9	229

FOOTNOTES:

2. Black cover / Gray case
4. Charcoal Gray case and cover
6. Black cover / Brown case
7. Dark blue cover / Dark blue case
11. Low maintenance - low antimony grids
12. Hybrid construction
13. Absorbed Glass Mat technology
14. Centerline terminal posts
15. Hard rubber, one-piece cover construction
16. Dual terminal universal design
17. Includes handle
18. Includes top adapter
19. Includes lifting ledges
20. Hard rubber, multi-cell cover construction
21. Anchor lock elements
22. Flush manifold vented cover
23. Flush manifold vented cover when shipped wet, standard cover when shipped dry
25. With individual vent caps
32. Available dry charged only
34. All ratings are after 15 cycles
35. Deduct 15% from CCA and CA rating shown to allow for double insulation (glass mat)
36. Peak performance capacity
37. For height with adapter add 7/8" (22mm)
38. "Non-spillable" defined by DOT (Department of Transportation) definitions
39. "Non-spillable" defined by ICAO (International Civil Aviation Organization) and IATA (International Air Transport Association) definitions
41. Available dry - add "DC" suffix to part number
42. Height without adapter
43. Warranty is 12 months in deep cycle service
74. Shipped with 20mm adapter
75. Shipped with two (2) 17mm adapters
76. Shipped with 10mm adapter
78. Shipped with 22mm height adapter

- E. Heavy duty wing nut terminal with 3/8" - 16 stainless steel wing nut
 G. Offset post w/ horizontal hole, stainless steel 5/16" bolt and hex nut
 I. One-piece end terminal with 3/8" - 16 steel POS. and NEG. stud and zinc-coated hex nuts
 O. Offset post w/ vertical stainless steel 5/16" stud and hex nut
 P. SAE "automotive type" post
 S. 3/8" x 16 stainless steel stud posts
 U. Molded-in offset SAE post and vertical 5/16" NEG., 5/16" POS. stainless steel studs & hex nuts
 V. Molded-in offset SAE post and vertical 5/16" NEG., 5/16" POS. stainless steel studs
 W. "L" type terminal w/ 5/16" diameter hole
 Y. Small L terminal with round holes
 Z. Small L terminal with square holes

All batteries manufactured in black case and black cover except where noted.
 All batteries are maintenance-free calcium grids except where noted.
 All batteries manufactured in polypropylene cases and covers except where noted.
 Maintenance-free batteries have microporous polyethylene envelope separators.
 All ratings except CCA and RC are "nominal"
 All ratings conform to B.C.I. specifications.

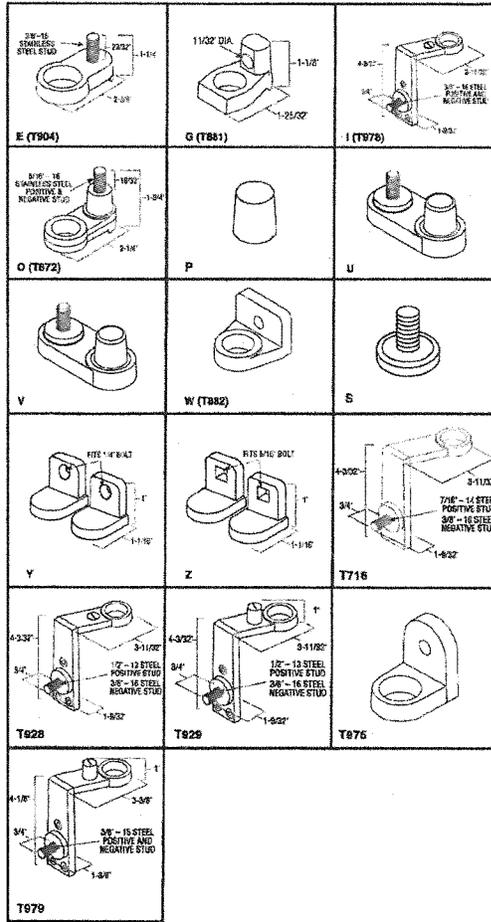
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GEL:

ALL RATINGS ARE AFTER 15 CYCLES AND CONFIRM TO B.C.I. SPECIFICATIONS.
IMPORTANT GEL CHARGING INSTRUCTIONS:
 WARRANTY VOID IF OPENED OR IMPROPERLY CHARGED.
 Do not install in a sealed container. Constant under or overcharging will damage any battery and shorten its life!
 Use a good constant potential, voltage-regulated charger.
For 12-volt batteries, charge to at least 13.8 volts but no more than 14.1 volts at 68°F (20°C). For 6-volt batteries charge to at least 6.9 volts but no more than 7.05 volts at 68°F (20°C). The open circuit voltage of a fully charged 12-volt battery is 12.8V at 68°F (20°C). However, as the battery charges, the building internal pressure (voltage) causes resistance to the charge. Therefore, the on-charge voltage must be higher (at least 13.8V) to overcome this internal pressure (voltage) during charging.

AGM:

ALL RATINGS ARE AFTER 15 CYCLES AND CONFIRM TO B.C.I. SPECIFICATIONS.
IMPORTANT AGM CHARGING INSTRUCTIONS:
 WARRANTY VOID IF OPENED OR IMPROPERLY CHARGED.
 Do not install in a sealed container. Constant under or overcharging will damage any battery and shorten its life!
 Use a good constant potential, voltage-regulated charger.
For 12-volt batteries, charge to at least 14.4 volts but no more than 14.6 volts at 68°F (20°C). For 6-volt batteries charge to at least 7.2 volts but no more than 7.3 volts at 68°F (20°C). The open circuit voltage of a fully charged 12-volt AGM battery is 12.8V at 68°F (20°C). As the battery charges, the building internal pressure (voltage) causes resistance to the charge. Therefore, the on-charge voltage must be higher (at least 14.2V) to overcome this internal pressure (voltage) during charging.



Available as optional terminal configuration on 8D30, 6DX24, NGRD, G8D-48.
 Optional Battery Terminal: T716, T928, T929, T975 & T979
 Please order as: Example - "6D30/T978"

- T716 One-Piece End Terminal, zinc coated hex nuts, positive 7/16" - 14, negative 3/8" - 16
- T928 One-Piece End Terminal, zinc coated hex nuts, positive 1/2" - 13, negative 3/8" - 16
- T929 One-Piece Combination End Terminal, zinc coated hex nuts, positive 1/2" - 13, negative 3/8" - 16
- T975 Heavy Duty L terminal w/ 3/8" diameter hole
- T979 One-Piece Combination End Terminal, zinc coated hex nuts 3/8" - 17



Line Item 3

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in your area!**

Backed by a 12 month/12,000
mile nationwide warranty at
over 30,000 locations!



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**Super Start® Fleet & Heavy Duty -
Battery**

Part # 708D-T928

Line: SSB

For Pricing and Availability,
enter your zip code:

[Product Details](#)

[Compatibility](#)

**Super Start® Fleet & Heavy Duty -
Battery**

Part Number: 708D-T928

Line: SSB

- 1 Year Limited Warranty
- UPC: 83996016507
- Cold Cranking Amps (CCA): 1100 CCA
- Cranking Amps (CA): 1340 CA
- Group Size (BCI): 8D
- Height (In): 10 Inch
- Voltage (V): 12 Volt
- Width (In): 11 Inch
- Not eligible for free shipping

Detailed Description

Specifications

- Cold Cranking Amps (CCA): 1100 CCA
- Cranking Amps (CA): 1340 CA
- Group Size (BCI): 8D
- Height (In): 10 Inch
- Voltage (V): 12 Volt
- Width (In): 11 Inch

Manufacturer Information

Starting Power, Starting Performance, Starting Reliability. Count on Super Start Batteries to start your car, truck or boat time and time again.

Super Start offers proven technology, improved starting reliability, and extended service life to provide unmatched performance for today's vehicles. And, with a nationwide warranty (up to 60 months depending on product type) and free replacement (up to 3 years depending on product type), you can rest assured that your Super Start battery will keep you on the road.

RETURNS

made easy!

Need to return something?
You can send it back to us or
return it to one of our many
locations.

**ON MOST ORDERS
of \$75 or more!**

[Click for details.](#)

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so as to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's most current Standard Specifications for Municipal Construction shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stnds-spec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically via addendum. All vendors registered for that bid prior to bid issuance will be notified of the addendum. Bidders registering after the bid is issued will receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES AND GUARANTEES

- 11.1 Copies of the following documents shall accompany the bid proposal for all items being bid, if requested:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 Unless stated otherwise in the specifications, as a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to 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 interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other materials have been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents and patent rights.

16.3 If there are any conflicts or inconsistencies between the Bidder's documents and the City's, the City's documents shall control.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. In that regard, every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. LIVING WAGE

19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.

19.2 If the contract is subject to the City Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage. This wage is subject to change every July.

20. INSURANCE

20.1 All Bidders shall take special notice of the insurance provisions required for City contracts (*see Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

a. **PURCHASE ORDER**, unless otherwise noted.

1. This contract shall consist of a City of Lincoln Purchase Order.

2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

b. **CONTRACT**, unless otherwise noted.

1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.

2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).

3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.

4. Upon approval and signature, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

23. CITY AUDIT ADVISORY BOARD

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. E-VERIFY

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the winning bidder 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 winning bidder 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 winning bidder shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

**Advertise 1 time
Wednesday, May 1, 2013**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska
BY ELECTRONIC BID PROCESS until: **12:00 pm, Wednesday, May 15, 2013** for providing the following:

**Annual Supply of Automotive Parts and Supplies
- StarTran
Bid No. 13-151**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration")

Once registered, vendors will receive e-mail bid notification, first acknowledging registration, then approval of registration. Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8309 or (402) 441-7417 or rwalla@lincoln.ne.gov

**CITY OF LINCOLN/STARTRAN
RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873**

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

CITY OF LINCOLN/STARTRAN
ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>I Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on state pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

CITY OF LINCOLN/STAR TRAN
CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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 forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

CITY OF LINCOLN/STAR TRAN
ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CITY OF LINCOLN/STAR TRAN
FEDERAL CHANGES
49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CITY OF LINCOLN/STARTRAN
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA)
TERMS
FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

CITY OF LINCOLN/ STARTRAN
NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CITY OF LINCOLN/STARTRAN
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CITY OF LINCOLN/STARTRAN
Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (*write in the name of the grantee*) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

(5) To those bidders who maintain a bona fide business office in the City of Lincoln, whose products may be made outside the confines of the County of Lancaster;

(6) To those bidders who maintain a bona fide business office in the County of Lancaster, whose products may be made outside the confines of the County of Lancaster;

(7) To those bidders whose commodities are manufactured, mined, produced or grown within the State of Nebraska and to all firms, corporations, or individuals doing business as Nebraska firms, corporations, or individuals when quality is equal or better and delivered price is the same or less than the other bids received; provided, however, the above preferences shall not be given where the purchase is made in whole or in part with federal funds and the applicable federal procurement regulations prohibit the giving of any local preference, in which case, in the event of more than one low tie bid, the tie shall be broken by the drawing of lots.

(8) To those bidders whose commodities are manufactured, mined, produced or grown within the United States of America and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better and delivered price is the same or less than the other bids received; provided, however, the above preferences shall not be given where the purchase is made in whole or in part with federal funds and the applicable federal procurement regulations prohibit the giving of any local preference, in which case, in the event of more than one low tie bid, the tie shall be broken by the drawing of lots.

(l) In case of actual emergency, and with the consent of the Purchasing Agent, the head of any using agency may purchase directly any supplies whose immediate procurement is essential to prevent delays in the work of the using agency. The head of such using agency shall send to the Purchasing Agent a requisition and a copy of the delivery record, together with a full written report of the circumstances of the emergency.

(m) The Purchasing Agent shall prescribe by rules and regulations the procedure under which emergency purchases by heads of using agencies may be made.

(n) The Purchasing Agent shall have the authority with approval of the Mayor to declare vendors who default on their bids and contracts irresponsible bidders and to disqualify them from receiving any business from the municipality for a stated period of time.

(o) The Purchasing Agent shall have the authority to join with other units of government in cooperative purchasing when the best interests of the city would be served thereby; provided, however, such purchases shall be made to the extent possible by giving notice and preference to qualified local bidders in accordance with the rules and regulations established in this chapter and the policies of the Purchasing Division.

(p) The Purchasing Agent shall keep a commodity record showing commodities purchased, from whom purchased, and the price paid. (Ord. 17697 §2; July 17, 2000: prior Ord. 17044 §1; August 19, 1996: Ord. 15980 §2; September 30, 1991: Ord. 15384 §3; January 8, 1990: P.C. §2.44.030: Ord. 13561 §1; March 21, 1983: Ord. 12934 §1; June 9, 1980: Ord. 12472 §1; January 8, 1979: Ord. 12327 §1; June 19, 1978: Ord. 9036 §3; June 13, 1966).

2.18.035 Bid Protests; Definitions; Appeals Board; Fees.

(a) Definitions.

(1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the City to another party, or by the failure of the City to award a contract to such actual or prospective bidder.

(2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification preparation, bid solicitation, and intent to award, for the acquisition of supplies or services.

(3) Protester shall mean an interested party who has filed a protest pursuant to subsection (b).

(4) Procurement Appeals Board shall mean an independent panel of five disinterested individuals appointed by the Mayor, which individuals shall have a thorough knowledge of the purchasing process and practices, and laws applicable thereto. Members of such board shall be appointed for three-year, staggered terms; provided, however, two of the members first appointed shall serve for a period of one year, two shall serve for a period of two years, and one for a period of three years, with each appointee thereafter, except for appointees filling a vacancy, serving for a period of three years.

(b) Right to Protest. An interested party may protest to the City Purchasing Agent, which protest shall be submitted in writing on company letterhead. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening. In all other cases, the protest must be filed within five working days following the

2.18.040

Cont'd bid protest

bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest".

The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A statement of reasons for the protest;
- (4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.

Upon timely receipt of a protest, the City shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract until the Mayor has made a decision on the protest.

(c) Authority to Resolve Protests. Prior to the commencement of an appeal to the Procurement Appeals Board concerning any protest, the Purchasing Agent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review as provided by the Procurement Appeals Board. A copy of the decision shall be mailed or otherwise furnished immediately to the protester and all other bidders. If not satisfied with the decision of the Purchasing Agent, any protester may appeal to the Procurement Appeals Board, but the decision shall be final unless the protester files a timely appeal with the Procurement Appeals Board.

(d) Appeals Board Procedures. Any protester, within five working days of receipt of a decision of the Purchasing Agent, may file with the Finance Director a written notice of appeal for a hearing before the Procurement Appeals Board. The Notice of Appeal shall be accompanied by a deposit of \$500.00 to defray the cost of processing such appeal, which deposit shall be returned if the Mayor decides in favor of the protester filing the appeal. The Notice of Appeal must clearly state the action protested and the basis of appeal.

Upon receipt of an appeal from an protester, the Finance Director shall convene the Board within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Board shall decide whether the solicitation being appealed was in accordance with all applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the City.

Within ten working days of hearing such appeal, the Board shall submit its findings and recommendations to the Mayor. If all five members are present, an affirmative vote of three shall be required to pass the recommendation on to the Mayor. If only three members are present, only an affirmative vote of two shall be required to pass the recommendation on to the Mayor. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the Mayor without Procurement Appeals Board action.

No determination by the Board concerning an issue of law or fact shall be final or binding on the City.

(e) Finality of Decision. The Mayor shall consider the recommendations of the Purchasing Agent, the Procurement Appeals Board, and the Department Head or agency for which the solicitation was made and shall make the final decision on the protest. The Mayor's decision shall be final and binding upon the City. (Ord. 18495 §1; January 31, 2005; prior Ord. 16442 §1; August 9, 1993).

2.18.040 Surplus or Obsolete Stock.

All using divisions shall submit to the Purchasing Agent reports showing stocks of supplies or equipment which are no longer used or which have become obsolete, worn out, or scrapped.

The Purchasing Agent shall have authority to sell all supplies or equipment which have become unsuitable for public use, or to exchange the same for, or trade in the same on new supplies or equipment. Sales under this section shall be made to the highest responsible bidder.

The Purchasing Agent shall have authority to transfer the declared surplus stock of one using division to another using division which may have need for its use. (Ord. 15384 §4; January 8, 1990: P.C. §2.44.040: Ord. 9036 §4; June 13, 1966).

CITY OF LINCOLN/STAR TRAN
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
WITHOUT CONTRACT GOAL
49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **9.3 %**. A separate contract goal **has not** been established for this procurement.

b. The Contractor 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 this DOT-assisted contract. 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 **City of Lincoln/StarTran** deems appropriate. Each Subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful Bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **City of Lincoln/StarTran**. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City of Lincoln/StarTran and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify **City of Lincoln/StarTran**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **City of Lincoln/StarTran**.

TERMINATION
49 U.S.C.Part 18
FTA Circular 4220.1E

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if –

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

CITY OF LINCOLN/STARTRAN
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Lincoln/StarTran**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City of Lincoln/StarTran**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.