

**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**

402-464-9306

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.

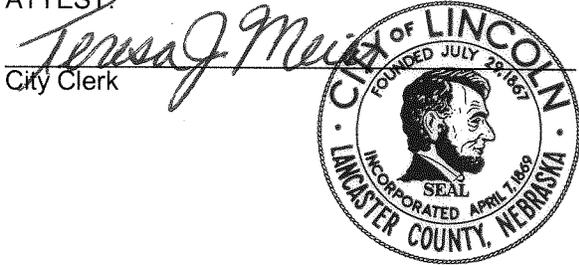
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Resolution No. 87562

dated September 16, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Factory Motor Parts
Name of Corporation

2400 Airport Blvd Aurora Co
(Address) 80011

By: Dana Cadney
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	Purchasing	Department	Building
Fax	1 (402) 441-6513	Building	Suite 200	Floor/Room	Telephone
Bid Number	13-151 Addendum 1	Floor/Room		Telephone	1 (402) 441-8309
Title	Annual Supply of Automotive Parts and Supplies - StarTran	Telephone	1 (402) 441-8309	Fax	1 (402) 441-6513
Bid Type	Bid	Fax	1 (402) 441-6513	Email	rwalla@lincoln.ne.gov
Issue Date	05/01/2013	Email	rwalla@lincoln.ne.gov		
Close Date	5/15/2013 12:00:00 PM CT				
Need by Date					

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 Wells Asst. Purchasing Agent
Email rwells@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 Wells Asst. Purchasing Agent
Department Purchasing
Building
Floor/Room Suite 200
Telephone 1(402) 441-8309
Fax 1(402) 441-6513
Email rwells@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@fmpca.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>KYB</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

**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