

**CONTRACT DOCUMENTS  
STARTRAN**

**CITY OF LINCOLN  
NEBRASKA**

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

**Lincoln Truck Center  
5701 Arbor Rd.  
Lincoln, NE 68517  
402-464-2444**

**CITY OF LINCOLN  
STARTRAN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between Lincoln Truck Center, 5701 Arbor Road, Lincoln, NE 68517, 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 1 & 2 as Secondary Vendor and Line Item 3 as Primary Vendor 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 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 shall not exceed \$25,800.00 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. Attachment 1
  4. Addendum No. 1
  5. Attachments A and B
  6. Special Provisions
  7. Specifications
  8. Federal Documentation
  9. Instructions to Bidders
  10. Insurance Requirements
  11. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

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

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

ATTEST:

*Teresa J. Meier*  
\_\_\_\_\_  
City Clerk



CITY OF LINCOLN, NEBRASKA

*Chris Bunn*  
\_\_\_\_\_  
Mayor

Approved by Resolution No. 87562

dated September 16, 2013

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

LINCOLN TRUCK CENTER  
Name of Organization

DEALERSHIP  
Type of Organization

5701 ARBOR RD.  
(Address)

By: BILL SMITH  
Member

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

## Supplier Information

Company LINCOLN TRUCK CENTER  
 Address 5701 ARBOR RD  
 LINCOLN, NE 68517  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 6462444  
 Fax 1 (402) 6469166  
 Email  
 Submitted 5/14/2013 1:17:18 PM CT  
 Total \$15,689.90

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:	BILL SMITH
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: _____<	a) Yes b) Yes
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.	NO
12	Batteries	I understand that the batteries listed in the Line Items will be priced seperately 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	\$204.22
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: DEKA/EAST PENN MANUFACTURING/AE908DT904E				
2	10	EA	Vehicle Battery	\$75.52
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: DEKA/EAST PENN MANUFACTURING/A678MF				
3	75	EA	Vehicle Battery	\$171.90
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: DEKA/EAST PENN MANUFACTURING/A708DT928				
Response Total:				\$15,689.90

---



# 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 Lincoln Truck Center			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 5701 Arbor Rd.			
City Lincoln	State NE	Zip Code 68508		City Lincoln,	State NE	Zip Code 68517	

**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

I hereby certify that the purchase, lease, or rental of \_\_\_\_\_  
Description of Item or Service Purchased  
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

and hold Nebraska Sales Tax Permit Number 01-

If None, State Reason

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?

YES  NO

Was Item Depreciable?

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

9-23-13  
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](http://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](http://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**