

**AMENDMENT TO AGREEMENT
ANNUAL SUPPLY OF VEHICLE FILTERS - STARTRAN
QUOTE NO. 3709
FINAL RENEWAL**

This Amendment is hereby entered into on this 19 day of November, 2013, by and between Thermo King Christensen Inc., 7508 "F" Street, Omaha, NE 68127 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated December 19, 2011, under Resolution No. A-86650, (the "Contract"), for **Annual Supply of Vehicle Filters - StarTran, Quote No. 3709**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is December 19, 2011 through December 18, 2013, with the option to extend for one (1) additional two (2) year period upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional two (2) year term beginning December 19, 2013 through December 18, 2015; and

WHEREAS, the estimated expenditures for the City for the term of this renewal shall not exceed \$14,000.00 without prior approval by the City of Lincoln.

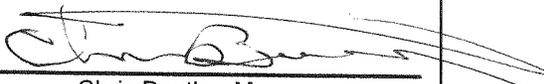
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-86650, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional two (2) year term beginning December 19, 2013 through December 18, 2015.
- 2) The estimated expenditures for the City for the term of this renewal shall not exceed \$14,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

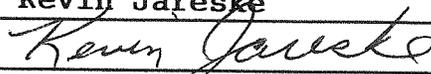
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>20th</u> day
of <u>December</u> 2013
 <hr style="width: 80%; margin: 0 auto;"/> Chris Beutler, Mayor

* Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Thermo King Christensen
By: (PLEASE PRINT)	Kevin Jareske
By: (PLEASE SIGN)	
Title:	Director of Sales
Company Address: (PLEASE PRINT)	7508 "F" Street
Company Phone & Fax: (PLEASE PRINT)	402-331-6116 Fax 402-331-9485
E-Mail Address: (PLEASE PRINT)	kevin@tkcweb.com
Date:	November 19, 2013

A- 86650 11R-301

PH: 12/19

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
VEHICLE FILTERS - STARTRAN
QUOTE 3709**

**Thermo King Christensen Inc.
7508 "F" Street
Omaha, NE 68127
402.331.6116 x3024**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between **Thermo King Christensen Inc.m 7508 "F" Street, Omaha, NE 68127**, 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 Vehicle Filters - StarTran, Quote 3709** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

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

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

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

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with the option to renew for one (1) additional two (2) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Federal Forms
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications

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:

Joan E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor [Signature]

Approved by Resolution No. A-86650

dated 12-19-2011

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Alvin P. Albin (SEAL)
Secretary

HERMIO KING CHRISTENSEN

Name of Corporation

7508 "F" STREET,
(Address) OMAHA, NE 68127

By: Alvin P. Albin
Duly Authorized Official

SECRETREAS
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	3709	Department			
Title	Annual Supply of Vehicle Filters - StarTran	Building	Suite 200	Floor/Room	Telephone
Bid Type	Quote	Floor/Room			
Issue Date	10/25/2011	Telephone	1 (402) 441-8309	Fax	
Close Date	11/2/2011 1:00:00 PM CST	Fax	1 (402) 441-6513	Email	
Need by Date		Email	rwalla@lincoln.ne.gov		

Supplier Information

Company Thermo King Christensen Inc.
 Address 7508 "F" Street
 Omaha, NE 68127
 Contact Kevin Jareske
 Department Sales
 Building
 Floor/Room
 Telephone 1 (402) 3316116 3024
 Fax 1 (402) 9351636
 Email
 Submitted 11/1/2011 4:28:14 PM CST
 Total \$6,904.53

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:	Kevin Jareske
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	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (2) two year term from the date of the executed contract with the option for (1) one additional (2) two year term. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	I acknowledge
8	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	Five days
10	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
11	Page 2 - Line Items	Please note that there is a page 2 of Line Items that you must complete as part of your bid.	Yes

Line Items

#	Qty	UOM	Description	Response
1	30	Ea	Oil Filter - Fit Code - 2011 Cummins ISL	\$16.52
Manufacturer: Cummins - Part # 3401544 OR Equivalent				
Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item. Price must include delivery to location listed above. 				
Supplier Notes: Baldwin BD7309				
2	13	Ea	Fuel Filter - Fit Code - 2011 Cummins ISL	\$14.95
Manufacturer: Fleetguard - Part # FS1065 OR Equivalent				
Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item. Price must include delivery to location listed above. 				
Supplier Notes: Baldwin BF1378-SPS				
3	13	Ea	Fuel Filter - Fit Code - 2011 Cummins ISL	\$7.56
Manufacturer: Fleetguard - Part # FF5636 OR Equivalent				
Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item. Price must include delivery to location listed above. 				
Supplier Notes: Baldwin BF7924				
4	13	Ea	Water Filter - Fit Code - 2011 Cummins ISL	\$4.13
Manufacturer: Fleetguard - Part # WF2071 OR Equivalent				
Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item. Price must include delivery to location listed above. 				
Supplier Notes: Baldwin BW5071				
5	93	Ea	Oil Filter - Fit Code - 2010 Chevrolet 6.0L	\$1.90
Manufacturer: A/C Delco - Part # PF48 OR Equivalent				
Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item. Price must include delivery to location listed above. 				
Supplier Notes: Baldwin B160				

6	117	Ea	Water Filter - Fit Code - 2001-04-06 Cummins ISL	\$3.71
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Manufacturer: Fleetguard - Part # WF2077 OR Equivalent

Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item.

Price must include delivery to location listed above.

Supplier Notes: Baldwin B5134

7	11	Ea	Air Filter - Fit Code - 2010 Chevrolet 6.0L	\$6.32
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Manufacturer: A/C Delco - Part # A3097C OR Equivalent

Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item.

Price must include delivery to location listed above.

Supplier Notes: baldwin RS4131

8	7	Ea	Transmission Filter - Fit Code - 2010 Chevrolet 6.0L	\$11.64
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Manufacturer: Chevrolet - Part # 24236933 OR Equivalent

Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item.

Price must include delivery to location listed above.

Supplier Notes: Baldwin 20022

9	53	Ea	Powersteering Filter - Fit Code - 2010-04-06 Gillig	\$4.77
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Manufacturer: Fleetguard - Part # 84220A OR Equivalent

Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item.

Price must include delivery to location listed above.

Supplier Notes: Baldwin PT9344

10	43	Ea	Fuel Filter - Fit Code - 2001 Cummins ISL	\$8.46
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Manufacturer: Fleetguard - Part # FS1022 OR Equivalent

Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item.

Price must include delivery to location listed above.

Supplier Notes: Baldwin B1272-SPS

11	237	Ea	Oil Filter - Fit Code - 2001-04-06 Cummins ISL	\$13.59
Manufacturer: Fleetguard - Part # LF3639 OR Equivalent				
Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item. Price must include delivery to location listed above. 				
Supplier Notes: Baldwin BD103				

12	26	Ea	Powersteering Filter - Fit Code - 2011 Gillig	No Bid
Manufacturer: Helgesen - Part # H11-1006-0055 OR Equivalent				
Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item. Price must include delivery to location listed above. 				
Supplier Notes: Not available				

13	83	Ea	Fuel Filter - Fit Code - 2004-06 Cummins ISL	\$4.90
Manufacturer: Fleetguard - Part # FF5488 OR Equivalent				
Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item. Price must include delivery to location listed above. 				
Supplier Notes: Baldwin BF7815				

14	30	Ea	Transmission Filter - Fit Code - 2001 Voith D864.3	No Bid
Manufacturer: Voith - Part # V.90.4030.1 OR Equivalent				
Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item. Price must include delivery to location listed above. 				
Supplier Notes: Not Available				

15	84	Ea	Fuel Filter - Fit Code - 2004-06 Cummins ISL	\$12.58
Manufacturer: Fleetguard - Part # FS1003 OR Equivalent				
Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item. Price must include delivery to location listed above. 				
Supplier Notes: Baldwin BF1293-SPS				

16	13	Ea	Urea Filter - Fit Code - 2011 Gillig	No Bid
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Manufacturer: Cummins - Part # 82-60088-000 OR Equivalent

Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item.

Price must include delivery to location listed above.

Supplier Notes: Not available

17	27	Ea	Transmission Filter - Fit Code - 2004-06 Voith D864.3E	No Bid
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Manufacturer: Voith - Part # V.59.3355.10 OR Equivalent

Item Notes: Vendor must indicate the brand and model of filters being bid in the Supplier Notes section of their ebid response under each Line Item.

Price must include delivery to location listed above.

Supplier Notes: Not available

Response Total:	\$6,904.53
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**SPECIFICATIONS
VEHICLE FILTERS - STARTRAN**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln (hereinafter referred to as City) is requesting bids to purchase filters for vehicles and equipment for our transit system (StarTran).
 - 1.1.1 Filters will be ordered on an as-needed basis for the term of the contract.
- 1.2 Bidder 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 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.3.2.1 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 filters in an amount that does not exceed 20% of the dollar amount listed in the Line Item section of the bid at the current contract price through the term of the contract.
 - 1.5.1 If this optional amount will be exceeded during the contract term, a new bid may be solicited according to FTA Procurement Guidelines.
 - 1.5.2 The estimated quantities listed are based on current usage and may change during the course of the contract period.
 - 1.5.3 The City does not guarantee any amount of purchase under the terms of this bid or subsequent contract.
- 1.6 Bid prices must include delivery, FOB destination, to:
 - StarTran Garage
 - 710 J Street
 - Lincoln, Ne 68508
- 1.7 **Due to the fact that this contract uses Federal Grant money from FTA, only StarTran may purchase from this contract.**
- 1.8 The Vendor shall provide to the Assistant Purchasing Agent and StarTran a quarterly report and a final report, showing all purchases made under the terms and conditions of the contract.
 - 1.8 Such reports shall itemize the following information:
 - 1.8.1 Product type(s) and quantities purchased.
 - 1.8.2 Total dollar amount of purchases.
- 1.9 The term of the contract shall be two (2) years with the option to renew for an additional two (2) year period upon mutual consent be both parties.

2. **FILTER INFORMATION**

- 2.1 All filters being bid must meet or exceed all listed Manufacturer's requirements for quality and performance.
- 2.2 Line Items in the ebid system indicate a Vendor name, Fit Code and Part Number for the engines being serviced.
 - 2.2.1 Vendors shall indicate in the Supplier Notes the Brand, Model and Part Number of the filter being bid if it differs from the one being requested.
 - 2.2.1.1 If Supplier Notes are not completed then it is assumed that you are bidding the exact brand and part number requested.
- 2.3 Equivalent filters will be considered if they meet the salient characteristics of the filter being requested.
 - 2.3.1 Vendor may be required to supply samples upon request for the brand and model of filter being bid.
 - 2.3.1.1 Samples must be received within 3 days of request by StarTran.

3. **INVOICE REQUIREMENTS**

- 3.1 All invoices must contain the following information:
 - 3.1.1 Type, Brand and Model of filter/s being purchased.
 - 3.1.2 Quantity ordered
 - 3.1.3 Cost of product/s (must match contract pricing)
 - 3.1.4 **Signature of accepting individual (MANDATORY)**
 - 3.1.5 Invoices shall be sent directly to the StarTran Accounts Payable office for payment according to the terms listed in the Instructions To Bidders.

4. **AWARD OF BID**

- 4.1 Bid will be awarded based on:
 - 4.1.1 The firm fixed price for filters indicated in the Line Items, multiplied by the estimated number of filters to be purchased.
 - 4.1.2 Previous and current contract performance.
 - 4.1.2.1 Please provide references from at least 3 companies where you are currently providing the filters you are bidding.
 - 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 Delivery time after receipt of order.
 - 4.1.4 Compliance with requirements as outlined in these specifications.