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LANCASTER COUNTY
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CONTRACT DOCUMENTS

CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN-LANCASTER COUNTY
PUBLIC BUILDING COMMISSION

Annual Supply of Natural Gas
Bid No. 13-239

Seminole Retail Energy Services LLC
P.O. Box 402
Holdrege, NE 68949-0402
402-432-2896

CITY OF LINCOLN,
LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of _____, 2013 by and between **Seminole Retail Energy Services, LLC, P.O. Box 402, Holdrege, NE 68949-0402**, hereinafter called the Contractor, and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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:

Natural Gas Provider - City of Lincoln, Lancaster County and Public Building Commission, Bid No. 13-239

and

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

WHEREAS, the Owners, 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 Response, 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 Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, permits and licenses required for natural gas supply (b) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (c) complete all Work included in and covered by the Owner's award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

   Agreement to Proposal Response and Inclusion of Exhibit A, B and C.

2. The Owners agree 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 Owner:
   The Owners will pay for Natural Gas, based on the following pricing options at the outset of the contract term;
   Index Pricing: Firm Delivery (12 and 24 months)
   First of month (FOM) Index Price:
   See Attached Exhibit B for Pinnacle Bank Arena and Ashland Water Treatment Plant; See attached Exhibit C for the remainder of facilities; Prices are plus Transporter's full rate approved firm transportation rates, plus all Black Hills Energy balancing fees plus NNG fuel loss plus any applicable sales taxes and local franchise fees for volumes delivered to meter.
   Due to the volatility of this market and fluctuating MDQ's the contract prices shall be reviewed on an annual basis prior to the annual anniversary date and adjusted accordingly

if necessary upon mutual agreement by both parties.

Seminole Energy Services assumes all responsibility for the necessary nomination, balancing, and scheduling that is required on the interstate pipeline and distribution system serving City of Lincoln delivery meter locations. Any penalties or overrun costs incurred by relative to deliveries to these meters will be the responsibility of Seminole Energy Services. Seminole Energy Services will coordinate with each department on a regular basis in order to verify quantities and eliminate any imbalances on the part of the Contractor or the Owners.

Swing Pricing: See Attached Exhibit B and C; Prices are plus Transporter's full rate approved firm transportation rates, plus all Black Hills Energy balancing fees plus NNG fuel loss plus any applicable sales taxes and local franchise fees for volumes delivered to meter.

The annual estimated expense for the City is $395,000.00 per year.
The annual estimated expense for the County and Public Building Commission is $130,000.00

3. Equal Employment Opportunity: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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. Assignment: This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

6. Termination: This Contract may be terminated by the following:
   a) Termination for Convenience. Either party may terminate this Contract upon ninety (90) days written notice to the other party for any reason without penalty with the exception of departments who have an amended contract for the supply of gas on a fixed rate.
      1) In the event of Termination for Convenience for a fixed price amendment, Contractor will liquidate any and all fixed price quantities for that department and either credit or invoice or credit Owners for such resulting amounts. Such liquidated amounts shall not be considered a penalty.
      2) The Owners reserve the right to remove accounts from this contract at any time with a thirty (30) day written notice to the Contractor.

b) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:

1) Refuses or fails to supply the proper labor, materials and equipment necessary for the supply of natural gas.
2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
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 Owners 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.

7. 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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.

8. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

9. Contract Term. This Contract shall be effective from November 1, 2013 - October 31, 2017. The term of the Contract shall be a four (4) years with the option to renew for one (1) additional two (2) year term upon mutual written agreement of all parties.

10. Estimated Volume. The total estimated volume for this contract term is 80,000 MMBTu. The parties may mutually agree to a prospective change in the above described volume and a corresponding change in the terms of this transaction including price; any such change shall be evidenced by a fully executed Amendment at least five (5) business days prior to the NYMEX last day settlement for the prospective month(s) in question.

11. Transporting Pipeline. The transporting pipeline for this contract is Black Hills Energy / Northern Natural Gas. The Contractor shall arrange for transportation to the delivery point and Owners shall arrange for subsequent transportation from the delivery point.

12. Quality, Measurement & Heating Value. All natural gas delivered pursuant to this Contract shall be of pipeline quality. Measurement of the volume and the heating value of the natural gas purchased hereunder shall be made at the delivery point in accordance with the delivering

pipeline's procedure.

13. Billing and Payment. The billing period shall be the same period as the billing period of the transportation pipeline. Contractor shall bill Owners on the earliest practicable date each month showing the quantity of gas billable for the previous month's bill period and the sum due to Contractor from Owners. Owners shall pay to Contractor the sum shown by each billing, including sales, use, franchise and excise taxes and all other governmental impositions relative to the sale or consumption of natural gas, within thirty (30) days from the billing date. Contractor shall bill each BHE meter according to use and send billing statements to the requested locations according to the Owners request. A complete mailing list with meter locations will be provided to the Contractor by the Owners and/or BHE. If Owners fail to make payment on or before the due date, Contractor at its sole discretion, may terminate this contract and/or suspend deliveries hereunder upon ten (10) days prior notice to Owners. Notification of termination or suspension of delivery shall also be sent to the attention of the City/County Purchasing office.

14. Force Majeure. If either party shall be, wholly or in part, unable to perform any or part of its duties or functions under this Contract because of force majeure, then upon notice by telephone, facsimile or in writing within a reasonable time and in reasonably full detail such duties or functions shall be suspended during such inability but for no longer than reasonably necessary. Neither party shall be liable to the other for any damages caused or occasioned by force majeure. Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances including those involving or affecting parties producing or transporting gas for Contractor. An event of force majeure shall not excuse either party from liquidated damages related to the settlement of any Basis or Fixed Price related quantities.

15. Laws and Regulations. This Contract, each of it's provisions, and all supplements, amendments or addenda to it are subject to all valid, applicable federal, state, and local laws and to the orders, rules and regulations of any duly constituted regulatory body or authority, local, state or federal, having jurisdiction. The laws of the State of Nebraska shall govern the interpretation and performance of the Contract. Venue for any action tried hereunder shall be in Lancaster County, Nebraska, whether in federal or state court.

16. Disclaimer. The Parties hereby agree and understand that any reference to NYMEX or OTC price indicators, or any utilization of these exchanges by Contractor is specifically in connection with Contractors cash market operations, and shall not in any way subject Contractor to the Commodity Exchange Act ("CEA"). Neither Contractor nor any of its employees or affiliates is acting as a Broker, Dealer, or Commodity Trading Ad visor, and no such person is registered as a Commodity Trading Advisor. Contractor is specifically not offering to Owner or advising Owners concerning the use of any registered futures contract or standardized instrument for future delivery on any exchange. Contractor also may provide industry information from various sources that includes evaluation and commentary on market prices, industry fundamentals, and other conditions affecting the energy markets. Contractor provides any such material for information purposes only and not to recommend any transaction, course of dealing or strategy with respect to such markets. Contractor in no way warrants or represents the validity or accuracy of any such information. Through providing this information, Seminole in no way acts as a Commodity Trading Advisor, Broker, or Dealer. Owners acknowledge that all decisions related to energy transactions are authorized and executed based upon the Owner's full knowledge and independent action and confirms that Owner is an "eligible contract participant" as defined by the CEA.

17. Title & Possession.
Owners shall take title, possession and control of the gas no later than at the Point of Delivery. Contractor shall have responsibility for any gas up to the Point of Delivery, and Owners shall have responsibility for any gas at and from the Point of Delivery. Contractor warrants title to gas is free and clear of all liens and encumbrances.

18. Limitations.
The liability of a party for breaching any provisions of this Agreement for which an express remedy is provided, such express remedy shall be the sole and exclusive remedy. In the event of a breach of any provisions of this Agreement for which no express remedy is provided, Owners and Contractor agree that any liability to each other shall be limited to direct actual damages only. In no event shall either party be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruptions damages, in tort, contract, under any indemnity provision or otherwise.

19. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreement
2. Accepted Proposal
3. Exhibit A
4. Exhibit B
5. Exhibit C
6. Addendums 1, 2 and 3
7. Specifications
8. Instructions to Proposers
9. Insurance Requirements
10. Sales Tax Exemption Form 13 (Excludes Water Dept. Accounts)
11. Notice to Bidders

This Contract Agreement, 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. In the event of conflict, silence or ambiguity in the Contract, the Contract Documents shall be referred to in the prioritized order listed above.

The Contractor and the Owners 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 Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____

City Clerk

CITY OF LINCOLN, NEBRASKA

_____

Mayor

Approved by Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

_____

Public Building Commission Attorney

_____

Chairperson, Public Building Commission

Dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

for Brittany Behrens

County Law

The Board of County Commissioners of Lancaster, Nebraska

Hudkins Absent

Raybould Absent

Dated 9/24/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

_____
Name of Corporation

_____
(Address)

By:_____
Duly Authorized Official

_____
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Seminole Retail Energy Services LLC
Name of Organization

Limited Liability Company
Type of Organization

303 E. 17th Ave, Ste 850, Denver, Co 80203
(Address)

By: Don Krattenmaker, Director
~~Member~~

By:_____
~~Member~~

SEP 16 2013

IF AN INDIVIDUAL:

_____
Name

_____
Address

_____
Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
John L. Wortham & Son, L.P.
P. O. Box 1388
Houston, TX 77251-1388

CONTACT NAME: John L. Wortham & Son, L.P.
PHONE (A/C, No, Ext): 713-526-3366 FAX (A/C, No): 713-521-1951
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: American Guarantee & Liability Insurance Co.	26247
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Seminole Energy Services, LLC
1323 E. 71st Street, Ste 300
Tulsa OK 74136

COVERAGES **CERTIFICATE NUMBER:** 17633397 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			GLO596840302	12/31/2012	12/31/2013	EACH OCCURRENCE	$ 1,000,000
	✓ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	✓ POLICY PRO-JECT LOC							$
A	**AUTOMOBILE LIABILITY**			BAP596840402	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
								$
B	**UMBRELLA LIAB** OCCUR			AUC596853902	12/31/2012	12/31/2013	EACH OCCURRENCE	$ 5,000,000
	✓ **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED ✓ RETENTION $ 10,000						Products/Comp. Ops.AGG	$ 5,000,000
								$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC596840502	12/31/2012	12/31/2013	✓ WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

30 days notice of cancellation applies.
City of Lincoln, Lancaster County and The City of Lincoln/Lancaster County Public Building Commission are included as Additional Insureds per the attached endorsements and terms and conditions of the policy(ies).

CERTIFICATE HOLDER

City of Lincoln, Nebraska
Lincoln Purchasing,
Attn: Robert Walla Asst. Purch. Agent
440 S 8th St,
Lincoln NE 68516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John L. Wortham & Son L.P.
John L. Wortham & Son, L.P.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO596840302						

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Seminole Energy Services, LLC

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section **I - Coverage A - Bodily Injury And Property Damage Liability** and Section **I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

C. However, regardless of the provisions of Paragraphs **A.** and **B.** above:

1. We will not extend any insurance coverage to any additional insured person or organization:

a. That is not provided to you in this policy; or

b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

a. The Limits of Insurance provided to you in this policy; or

b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

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E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph **4.a.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

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POLICY NUMBER: BAP596840402

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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Agent Copy
CERT NO.: 17633397 CLIENT CODE: 10SEMINENE (HOU) Beatrice Vargas 9/16/2013 9:38:11 AM Page 4 of 5

Commercial Umbrella Liability Policy

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations, and any other person or organization qualifying as a **named insured** under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word **insured** means any person or organization qualifying as such in **SECTION V. DEFINITIONS** of this policy.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION V. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy we agree with you to provide coverage as follows:

Insuring Agreements

SECTION I. COVERAGE

A. Coverage A - Excess Follow Form Liability Insurance

Under **Coverage A**, we will pay on behalf of the **insured** those damages covered by this insurance in excess of the total applicable limits of **underlying insurance**. With respect to **Coverage A**, this policy includes:

1. The terms and conditions of **underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph **2.** below; and
2. The terms and conditions that apply to **Coverage A** of this policy.

Notwithstanding anything to the contrary contained above, if **underlying insurance** does not apply to damages, for reasons other than exhaustion of applicable Limits of Insurance by payment of **loss**, then **Coverage A** does not apply to such damages. Also, **Coverage A** does not apply to any form of **casualty business crisis expense** insurance even if such insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

B. Coverage B - Umbrella Liability Insurance

Under **Coverage B,** we will pay on behalf of the **insured** those damages the **insured** becomes legally obligated to pay by reason of liability:

1. Imposed by law because of **bodily injury**, **property damage**, or **personal and advertising injury**; or
2. Assumed under an **insured contract** because of **bodily injury** or **property damage**;

covered by this insurance but only if the injury, damage or offense arises out of your business, takes place during the policy period of this policy and is caused by an **occurrence** happening anywhere. We will pay such damages in excess of the **Retained Limit** specified in Item **5.** of the Declarations or the amount payable by **other insurance**, whichever is greater.

Coverage B does not apply to any **loss**, claim or **suit** for which insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

The amount we will pay for **loss** under **Coverage A** or **Coverage B** is limited as described in **SECTION II. LIMITS OF INSURANCE**.

We have no obligation under **Coverage A** and/or **Coverage B** with respect to any settlement made without our consent.

The insurance afforded under **Coverage A** and **Coverage B** applies to **bodily injury** or **property damage** only if prior to the policy period, no **designated insured** knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a **designated insured** knew, prior to the policy period, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the policy period will be deemed to have been known prior to the policy period.

CERT NO.: 17633397 CLIENT CODE: 10SEMINENE (HOU) Beatrice Vargas 9/16/2013 9:38:11 AM Page 5 of 5

Exhibit A

Page 1 of 3

MAIL TO:	Biz Unit
Lancaster County, Nebraska - Engineering	
Attn:Dianne Hergott	
444 Cherry Creek Rd.	
Lincoln, NE 68510	
City of Linconl, Nebraska - Police Department	
Attn: Michele Selvage	
575 So. 10th St., Lincoln NE 68508	
City of Lincoln, Nebraska - Lancaster Health Department Attn: Accounts Payable 3140 "N" Street, Lincoln NE 68510	
City of Lincoln, Nebraska - Parks & Rec GOLF	09014
Attn: Kyle	09014
2740 A Street Lincoln NE 68502	09013
	09013
	09013
	09013
	09013
	09013
	09013
City of Lincoln, Nebraska - Parks & Rec RECREATION	09029
Attn: Mary B.	09030
2740 A Street Lincoln NE 68502	09035
	09030
	09035
	09034
City of Lincoln, Nebraska - Parks & Rec PARKS	09026
Attn: Pam	09008
2740 A Street Lincoln NE 68502	09009
	09002
	09006
	09010
	09028
	09004
	09008
	09042
	09002
	09008
City of Lincoln, Nebraska - City Libraries	
Attn: Paul E. Jones	
Library Business office	
136 S. 14th Street	
Lincoln NE 68508	
ph: 402-441-8519	
fax: 402-441-8586	
City of Lincoln, Nebraska - Fire Department	
Fire Department - Attn: Kim Kabourek	
1801 Q Street	
Lincoln NE 68508	
[illegible]	
City of Lincoln, Nebraska - Startran	
Startran - Attn: Gas Miller	
710 J St. Lincoln NE 68508	
Public Building Commission - Attn: Cindy Dittmer	
920 O Street, Suite 203	
Lincoln NE 68508	
[illegible]	
City of Lincoln -Wasterwater Attn: Teri Hubka	
2400 Theresa Street, Lincoln NE 68521	
[illegible]	
Lancaster County Corrections	
Attn: Angie Kozisek	
605 So. 10th Street, Lincoln NE 68508	

2011-2012	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
[illegible]	166	303	416	391	456	109	96	32	5	4	3	19	2000
[illegible]	35	97	98	104	28	1	1	1	1	1	1	12	380
[illegible]	54	261	275	261	297	19	0	0	0	0	0	0	1167
[illegible]	8	39	44	46	36	1	1	1	1	1	1	1	180
[illegible]	10	38	52	44	52	9	9	2	1	1	1	3	222
[illegible]	15	29	31	12	13	2	1	1	1	1	1	1	108
[illegible]	12	48	44	58	32	1	1	1	1	1	1	1	201
Lancaster Cty Engineer:	46	71	61	71	48	27	17	7	0	0	8	25	381
Lancaster Cty Shop:	62	162	152	186	92	18	7	4	2	4	3	18	710
Lancaster Cty Rd:	17	32	34	42	23	7	7	5	5	5	5	5	187
Fire Dept 13:	22	70	55	70	39	9	9	8	7	8	7	6	310
Fire Dept 10:	26	74	73	97	54	11	8	6	7	6	8	9	379
Fire Dept 14:	63	144	129	164	94	21	17	12	11	11	12	14	692
Fire Dept 3:	5	26	33	34	35	7	5	5	5	4	4	6	169
Fire Dept 7:	13	31	54	53	49	14	11	9	7	8	8	8	265
Fire Dept 12:	11	20	19	23	12	4	4	4	3	3	2	2	107
Fire Dept 5:	33	64	68	63	35	9	4	2	1	1	1	2	283
Fire Dept 6:	21	35	42	40	17	8	8	9	9	7	7	8	211
Fire Dept 1:	4	22	34	36	39	6	4	4	4	4	3	3	163
Fire Dept 4:	11	21	28	27	30	9	8	8	7	8	4	4	165
Fire Dept 8:	9	32	43	44	45	9	7	6	6	6	5	5	217
Fire Dept Maint:	6	13	21	28	22	5	4	3	3	5	2	2	114
Fire Dept 2:	6	24	23	34	15	7	2	4	3	3	3	3	127
Fire Dept 9:	12	35	33	44	21	6	5	5	4	4	3	4	176
Parks Forestry Shop:	1	14	113	109	112	57	3	1	1	1	1	1	414
SE Dist. Maint:	5	22	26	32	30	8	3	2	2	2	1	2	135
Van Dorn Shelter:	2	16	10	10	8	1	1	1	1	1	1	1	53
NE Dist. Maint:	6	17	16	23	21	1	1	1	1	1	1	1	90
NW Dist. Maint:	3	7	17	18	16	3	1	1	1	1	2	2	72
CM/HE MM:	28	98	98	105	53	2	1	0	0	0	0	0	385
Auld/Pav:	26	64	66	64	46	7	6	2	2	1	1	1	286
Maint. Office:	4	16	22	18	5	1	1	1	1	1	1	1	72
Antelope:	8	15	16	15	12	3	2	1	1	1	1	2	77
Air Park Rec:	121	213	257	280	173	0	0	0	0	0	0	0	1044
Muny Bldg:	4	25	26	25	10	0	0	0	0	0	1	1	92
Indoor Plygrnd:	3	18	17	21	5	0	0	0	0	0	0	0	64
Air Park Rec:	4	4	4	4	5	4	5	5	2	1	2	2	42
F Str. Rec:	13	16	19	16	12	10	9	8	9	8	8	8	136
Easterday Rec:	21	69	75	80	47	1	1	1	1	1	1	1	299
Star City Shores:	0	1	12	13	15	1	0	0	0	0	0	0	42
Woods Pool:	0	0	0	0	0	0	0	603	121	0	0	0	724
Hyde Observatory:	1	5	10	10	9	2	0	0	0	0	0	0	37
Police Garage:	91	180	204	165	77	18	5	2	1	1	0	0	744
Police Dept:	9	14	15	16	8	1	1	0	0	0	0	1	65
Police Dept:	4	17	23	21	20	2	0	0	0	0	0	0	87
Police Dept:	0	71	66	88	62	7	8	6	7	7	6	21	349
Public Works:	56	263	365	376	346	35	23	3	2	2	1	2	1474
Public Works:	50	227	211	207	138	17	2	2	2	1	5	5	867
Public Works:	17	152	251	275	201	31	25	1	1	1	1	1	957
Star Tran:	15	79	94	87	33	6	0	0	0	0	0	3	317
Star Tran:	196	369	355	394	186	42	27	18	20	21	17	25	1670
Star Tran Storage:	14	80	104	101	39	10	2	3	0	0	0	2	355
NE-Wastewater:	2271	2720	2533	3050	1732	799	565	219	20	32	450	918	15309
C8 Lift:	1	1	1	1	1	1	1	1	1	1	1	1	12
Waste Water @ 70th:	500	750	850	740	385	70	55	45	45	45	70	385	3940
[illegible]	82	111	153	136	83	26	16	15	13	13	0	0	648
[illegible]	3	7	0	0	0	0	0	0	0	0	0	0	10
[illegible]	31	60	72	52	24	3	2	2	1	1	2	2	252
[illegible]	13	27	41	39	14	2	2	2	1	1	1	2	145
[illegible]	7	23	42	54	26	1	1	1	1	1	1	1	159
[illegible]	14	24	29	26	14	3	1	1	1	1	1	1	116
[illegible]	1	20	34	20	14	2	2	1	1	1	1	1	98
[illegible]													23098
Lancaster Jail:	280	238	225	244	260	263	261	260	274	264	235	240	3044
Lancaster Corr. Fac:	140	80	75	97	70	71	56	56	52	46	40	45	828
LCF Generator:	1	1	1	1	1	1	1	2	1	1	1	1	13
PBC- Comm Ment. Hlth:	200	283	315	304	259	179	136	125	118	111	76	91	2197
PBC-Juevenile Det:	816	860	917	897	768	682	550	476	393	365	381	500	7605
PBC- Old City Hall:	136	300	263	305	180	8	3	0	0	0	0	1	1196
PBC- Trabert Hall:	271	660	672	698	438	88	52	11	20	19	24	26	2979

PBC- Health Dept:	16	44	32	56	16	13	13	12	13	13	11	13	252
PBC- 9th Str. Bldg:	21	49	41	48	28	1	0	1	1	1	14	19	224
PBC Shop:	16	31	42	43	29	9	3	1	1	1	1	20	197
PBC NE Sr. Cntr:	4	2	7	7	4	1	1	1	1	1	1	1	31
PBC NE Sr. Cntr:	6	25	21	25	16	1	1	1	1	1	1	1	100
PBC DL. Testing:	9	21	24	22	8	1	1	1	1	1	1	1	91
PBC LMV:	4	21	37	35	31	2	1	0	0	0	0	0	131
PBC K Str:	8	23	22	25	15	1	1	0	2	0	0	5	102
PBC Eltr. Comm:	1	3	6	8	7	1	1	1	1	1	0	1	31
PBC Dwntwn Sr. Cntr:	6	6	5	6	5	6	5	6	6	6	6	6	69
PBC Inf. Services:	11	12	11	11	13	11	10	12	10	11	11	10	133
PBC Hall of Justice:	26	28	30	31	27	29	25	24	27	21	29	25	322
City Of Linc Police Dept:	3	4	6	4	4	3	3	3	2	2	2	2	38
Lancaster Cty Ext:	62	101	81	88	54	38	33	17	8	12	13	17	524
Lancaster Cty Hlth Dept:	1	3	3	2	1	0	0	0	0	0	0	0	10
Lancaster Mental Hlth:	38	38	40	23	5	7	6	6	6	6	6	6	187
Jim Aeger Golf:	1	4	10	11	9	2	1	1	1	1	0	0	41
Holmes Golf:	7	17	28	29	25	4	1	1	1	0	1	1	115
Holmes Golf:	4	17	32	33	27	7	1	0	0	0	0	0	121
Junior Golf:	11	22	21	20	10	1	1	1	1	1	1	1	91
Pioneers Golf:	23	59	64	77	42	2	1	1	1	1	1	1	273
Mahoney Golf:	6	12	8	16	10	1	0	0	0	0	0	0	53
Highlands Clb House:	3	18	29	30	32	4	4	2	1	1	1	1	126
Highlands Maintenance:	7	33	46	57	58	7	1	1	1	1	1	1	214
Mahoney Golf:	17	35	36	48	28	1	5	1	2	1	1	1	176
City MFC Service Cntr:	227	837	1250	1348	1453	321	250	63	9	8	105	215	6086
City Hlth Office:	175	285	298	259	314	71	58	6	0	0	10	50	1526
TOTALS:													

Exhibit B Dated November 1, 2013

Buyer Name: City of Lincoln, Nebraska, Lancaster County, Lincoln-Lancaster County Public Building Commission

First of month (FOM) Index Price:
For the Monthly Quantity described hereinbelow shall be defined as the first of the month index price for NNG-Ventura (Northern Natural Gas – Ventura) as published in "*Inside FERC's Gas Market Report*" plus the Price Increment of $0.25.

Swing Pricing:
Gas Daily daily midpoint (average) price for Northern Natural Gas – Ventura (GDDNNGVENT) plus $0.25.
Gas Daily daily midpoint (average) price for Northern Natural Gas – Ventura (GDDNNGVENT) flat on any gas sold back.

Facility Location: Multiple Facilities – See below schedule.

Monthly Quantity (in MMBtu's):

Account	Facility	Meter No.	January	February	March	April	May	June	July	August	September	October	November	December	Total
Lincoln Water System	Ashland	NGM798862	2086	4171	4970	4385	3815	1190	775	183	145	124	310	944	23098
Arena	Arena	BHE192564	1000	1000	1000	250	250	250	250	250	250	250	1000	1000	6750

(The parties may mutually agree to a prospective change in any of the above described volumes and a corresponding change in the terms of this transaction including price; any such change shall be evidenced by a fully executed Exhibit "B" at least six (6) business days prior to beginning of each month in which the quantities will differ. Any prospective change of any Fixed Price or Basis Monthly Quantity will require the settlement of all liquidation costs associated therewith.)

This Natural Gas Sales Agreement and any attachments thereto, are intended only for use by the Buyer named herein and contains proprietary and confidential information. Any dissemination, distribution or copying of this Agreement, and any attachments thereto, is strictly prohibited.

Exhibit C Dated November 1, 2013

Buyer Name: City of Lincoln, Nebraska, Lancaster County, Lincoln-Lancaster County Public Building Commission

First of month (FOM) Index Price:
For the Monthly Quantity described hereinbelow shall be defined as the first of the month index price for NNG-Ventura (Northern Natural Gas – Ventura) as published in "*Inside FERC's Gas Market Report*" plus the Price Increment of $1.12 for meters whose annual usage is 300 MMBtu's to 17,999 MMBtu's.

Swing Pricing:
110% of the production months highest weekly average for GDD NNG Ventura plus $0.07.
90% of the lowest weekly average for GDD NNG Ventura flat on any gas sold back.

Facility Location: Multiple Facilities – See below schedule.

Monthly Quantity (in MMBtu's):

(The parties may mutually agree to a prospective change in any of the above described volumes and a corresponding change in the terms of this transaction including price; any such change shall be evidenced by a fully executed Exhibit "C" at least six (6) business days prior to beginning of each month in which the quantities will differ. Any prospective change of any Fixed Price or Basis Monthly Quantity will require the settlement of all liquidation costs associated therewith.)

Account	Facility	Meter No.	January	February	March	April	May	June	July	August	September	October	November	December	Total
Library	Gere	NGM614842	416	391	456	109	96	32	5	4	9	68	166	303	**2055**
Library	Anderson	BHE110288	98	104	28	1	1	1	1	1	1	41	35	97	**409**
Library	Bennett Martin	NGM670926	275	261	297	19	0	0	0	0	0	0	54	261	**1167**
Lancaster County Engineering	Engineer	ILA037768	61	71	48	27	17	7	0	0	0	42	67	71	**411**
Lancaster County Engineering	County Shop	595047	152	186	92	18	7	4	2	4	3	13	70	162	**713**
Fire Dept	Station 10	ILA072612	73	97	54	11	8	6	7	6	6	13	22	74	**377**
Fire Dept	Station 14	NGM840720	129	164	94	21	17	12	11	11	11	24	36	144	**674**
Fire Dept	Station 13	ILA036774	55	70	39	9	9	8	7	8	7	8	17	70	**307**
PARKS	Forestry Shop	ILA051928	113	109	112	57	3	1	1	1	1	1	1	14	**414**
PARKS	CM/HE MM & Shops	BHE102037	98	105	53	2	1	0	0	0	0	3	27	98	**387**
Parks & Rec	Air Park Rec Center	BHE111594	257	280	173	0	0	0	0	0	0	31	91	213	**1045**
Parks & Rec	Easterday Rec Center	NGM863560	75	80	47	1	1	1	1	1	1	2	24	69	**303**
Parks & Rec	Woods Pool	NGM809452	0	0	0	0	0	603	121	0	0	0	0	0	**724**

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Account	Facility	Meter No.	January	February	March	April	May	June	July	August	September	October	November	December	Total
Police Garage	Police Garage	NGM943693	204	165	77	18	5	2	1	1	3	23	95	180	**774**
Police Dept	Police Dept	NGM933441	66	88	62	7	8	6	7	7	6	9	20	71	**357**
Public Works	City of Lincoln	NGM617844	365	376	346	35	23	3	2	2	1	9	80	263	**1505**
Public Works	City of Lincoln	NGM749904	211	207	138	17	2	2	2	1	1	3	62	227	**873**
Public Works	City of Lincoln	BHE110150	251	275	201	31	25	1	1	1	2	9	86	152	**1035**
Startran	Startran	NGM614214	94	87	33	6	0	0	0	0	2	5	20	79	**326**
Startran	Startran	NGM19259	355	394	186	42	27	18	20	21	26	35	159	369	**1652**
Startran	Startran	NGM725252	104	101	39	10	2	3	0	0	2	9	4	80	**354**
Water System	Water System	BHE138593	153	136	83	26	16	15	13	13	14	24	61	111	**665**
Lancaster County Corrections	County Jail	NGM670940	225	244	260	263	261	260	274	264	324	285	313	238	**3211**
Lancaster County Corrections	Correction Facility	761103	75	97	70	71	56	56	52	46	63	74	74	80	**814**
Public Building Commission	Comm. Mental Health	NGM614210	315	304	259	179	136	125	118	111	147	137	189	283	**2303**
Public Building Commission	Juvenile Detention	NGM745812	917	897	768	682	550	476	393	365	464	539	740	860	**7651**
Public Building Commission	Old City Hall	NGM658196	263	305	180	8	3	0	0	0	0	22	132	300	**1213**
Public Building Commission	Trabert Hall	761585	672	698	438	88	52	11	20	19	23	124	233	660	**3038**
Public Building Commission	Hall of Justice	NGM668762	30	31	27	29	25	24	27	21	28	24	24	28	**318**
Lancaster County Extension	Co. Extension	NGM860778	81	88	54	38	33	17	8	12	23	47	67	101	**569**
MSC - municipal	Service Center	BHE158021	1250	1348	1453	321	250	63	9	8	30	93	558	837	**6220**
MSC - municipal	Office	668042	298	259	314	71	58	6	0	0	0	21	128	285	**1440**
WasteWater 70th	70th	BHE112897	850	740	385	70	55	45	45	45	51	138	375	750	**3549**
Wastwater	Wastwater	BHE129015	2271	2720	2533	3050	1732	799	565	219	20	32	450	918	**15309**
USAR	USAR	BHE158613	1000	1000	1000	250	250	250	250	250	250	250	1000	1000	**6750**
New Jail	Jail	BHE192564	500	500	500	100	100	100	100	100	100	100	500	500	**3200**

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

Bid Information

Bid Creator	Robert Walla Asst. Purchasing Agent
Email	rwalla@lincoln.ne.gov
Phone	1 (402) 441-8309
Fax	1 (402) 441-6513
Bid Number	13-239 Addendum 3
Title	Natural Gas Provider - City of Lincoln, Lancaster County and Public Building Commission
Bid Type	RFP
Issue Date	07/03/2013
Close Date	7/24/2013 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Robert Walla Asst. Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	1 (402) 441-8309
Fax	1 (402) 441-6513
Email	rwalla@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Seminole Energry Services, LLC
Address	P.O. Box 402 Holdrege, NE 68949-0402
Contact	Michelle Kluver
Department	
Building	
Floor/Room	
Telephone	1 (402) 432-2896
Fax	1 (918) 858-4814
Email	mkluver@seminoleenergy.com
Submitted	7/24/2013 11:49:30 AM CT
Total	$0.00

Signature _____

Supplier Notes

Thank you so much for allowing Seminole Energy Services (SES) the opportunity to continue to service the City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commision.

Please don't hesitate to reach out with questions regarding SES's proposal. Thanks again for your time.

Michelle Kluver

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	Michelle Kluver
5	Electronic Signature	Please check here for your electronic signature.	Yes
6	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
7	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
8	Performance/Payment Bonds	I acknowledge that a Performance Bond or Irrovocable Letter of Credit in the amount of $5,000.00 will be required with the signed contract upon award and will remain in effect for the term of the contract. If the Vendor fails to perform according to the terms of the awarded contract, the Owners reserve the right to claim on the bond.	Yes
9	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
10	Attached Proposal	I have attached my proposal page as a Response Attachment for this bid.	Yes
11	Bid Bond Summission - County	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the Lancaster County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have scanned and attached my bid bond.
12	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

13	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
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
15	Agreement to Addendum No. 2	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
16	Agreement to Addendum No. 3	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	1	EA	This is to notify you that RFP 13-239 for a Natural Gas Provider is available. Please prepare your written response and attach to the Response Attachment section as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-8309.	$0.00

Item Notes:

Supplier Notes:

Response Total: $0.00

Seminole Energy Services

July 24, 2013

Bob Walla
Asst. Purchasing Agent
City of Lincoln
Lincoln, NE 68516

Bob,

Please accept Seminole Energy Services (SES) **Natural Gas proposal 13-239** on behalf of the City of Lincoln/Lancaster County Purchasing Department, Lincoln, NE.

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.1 Seminole Energy Services (SES) would like to submit the following proposal to The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission.

1.2 SES is proposing the following pricing options to various locations throughout the City of Lincoln and Lancaster County, NE to purchase point (TBS- town border station/BHE)

1.3 SES's Proposal shall include all labor, supervision, materials, tools, supplies, permits and licenses required for natural gas supply.

1.4 Annual Usage included in the bid attachment was used for pricing this RFP.

1.5 SES will follow all instructions required for eBid and RFP response.

1.6 SES did not submit any questions in regards to this RFP.

1.7 SES acknowledges and respects all requirements in this Proposal.

2. VENDOR PRICE PROPOSALS

2.1 Seminole Energy Services has multiple pricing options to choose from and will be made available if SES is awarded a contract with the City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission.

2.1.1- Index Pricing: Firm Delivery (12, and 24 mos.)
First of month (FOM) Index Price for NNG-Ventura (Northern Natural Gas Ventura) as published in "Inside FERC" Gas Market Report-
NNGVent + $1.05 per Mmbtu + ***fuel.***

2.1.1- (12 month) ***Fixed Price: $4.80 + fuel*** *(prices fluctuate w/the market and need to be refreshed daily*) SES will allow customer to hedge as many times as needed until total Annual Volume reaches 100%.*

Index Pricing: Firm Delivery (36, and 48 mos.)
First of month (FOM) Index Price for NNG-Ventura (Northern Natural Gas Ventura) as published in "Inside FERC" Gas Market Report-
NNGVent + $1.05 per Mmbtu + ***fuel***

2.1.3- All Pass-thru charges and fees will be separate and the responsibility of the buyer. *(BHE distribution charges)*

2.3- Pricing proposal will include all pricing terms, and options.
2.4- Pricing proposals will be indicative of the current usage/volume.
2.5- Pricing proposal term includes pricing from LDS (July 10, 2013)
2.6- SES will propose a Fixed Price (November to March) for the requested 6 locations.
2.7- SES assumes all responsibility for the necessary nomination, balancing, and scheduling that is required on the interstate pipeline and distribution system servicing the City of Lincoln delivery meter locations. Any penalties or overrun costs incurred by relative to deliveries to these meters *WILL* be the *RESPONSIBILITY* of SES.

3. CONTRACT TERM

3.1- Contract Term November 1, 2013- October 31, 2017 *(4 yrs.)*
3.1.1- (1) one additional year renewal (2) or contract renews year by year upon acceptance by all parties
3.2- The Owner/Buyer has the right to add, remove, or adjust the term of the contract for each location should there be substantial change caused by building remodeling, new building construction, budget restrictions, etc…
3.2.1- Buyer has the right to allow adjustments to the contract need be. Adjustments will be made in the form of a written contract-Amendment A.
3.3- SES understands the awarded contracts will not be assignable without written approval of the Buyer in the form of a contact amendment.
3.4- SES accepts termination for convenience remains part of the contract. Fixed price agreements for accounts are done as a contract amendment, which binds the Buyer and the Seller to other terms.
3.5- SES understands the Buyer may terminate the contract for cause with a thirty (30) day written notice if the Contractor:

3.5.1- Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide Natural Gas as requested.
3.5.2- Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractor.
3.5.3- Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.
3.5.4- If the Contractor or subcontractor's employees commit a breach of facility security rules.
3.5.5- Otherwise commits a substantial breach of any provision of the Contract Document.
3.5.6- Vendor will have the opportunity to respond and cure the recognized deficiencies in a predetermined amount of time.

4. CUSTOMER SERVICE REQUIREMENTS

4.1- SES takes great pride in customer service and will continue to work hard to build an advantageous long-term relationship with The City of Lincoln, Lancaster County, and the Lincoln/Lancaster County Public Building Commission.
4.2- SES will work closely with each department and the Buyer's Purchasing Division in order to inform the parties of opportunities and buying options which will result in maximum benefit while ensuring fiscal integrity and accountability of our Buyer's energy expenditures.
4.3- Michelle Kluver is SES's single point of contact for all questions, market knowledge, reporting, and overall information needed to manage the Buyer's Accounts included in this RFP. SES's flat structure creates an organization where even the biggest client issues can be resolved in minutes or hours NOT days or weeks. If I can't assist you, I will get someone from Seminole's support team who can.

5. INVOICE AND PAYMENT REQUIREMENTS

5.1-5.7 All Invoice and Payment Requirements are current and meet all suggested requirements for all locations served in contract for The City of Lincoln, Lancaster County, and the Lincoln/Lancaster County Public Building Commission. If additional adjustments need to be made moving forward, SES will do our best to accommodate the Buyer's request.

6. EVALUATION INFORMATION AND SUBMITTALS

6.1- SES understands the evaluation process will consist of two phases:

6.1.1- Phase 1: Gives consideration to all submitted proposal(s) to determine substantial responsiveness.

6.1.2- Phase 2: Will include a detailed analysis of pricing models proposed and SES's may be requested to present a demonstration of pricing models and customer services which will be part of an awarded contract.

6.2- Evaluation Criteria in addition to those stated in the general terms will consist of:

6.2.1- Total price of contract and other pricing factors that will amount to the best value to the Buyer.

6.2.2- SES will provide service as specified in the Scope of Work included in this RFP.

6.2.3- SES will work hard to alleviate deviation from the Scope of Work included in this RFP.

6.2.4- References Attached.**6.2.5-** SES takes pride in providing direct contact with the Account's Point of Contact, Michelle Kluver. However; there may be times the Account Representative may need to refer questions to SES's expert directly associated with day to day business operations.

6.3- SES respects the Buyer's right to evaluate proposals in detail, as provided in this RFP and to award a contract for purchase which in the exercise of reasonable discretion, the Buyers determine to be in their best interest.

6.4- 6.4.3- References Attached per the Response Attachment section of the eBid response.

6.5- 6.5.3- Seller's primary contact for each Buyer's account is included in the Attachment section of the eBid response.

6.6-6.6.2- Company Profile is included in the Attachment section of the eBid response.

6.7-6.7.1 SES's Proposal shall include all labor, supervision, materials, tools, supplies, permits, and licenses required for natural gas supply. Seminole Energy Services (SES) is a full service, privately owned natural gas marketing company with ownership held among management and other private investors. (Tax ID 73-1544967 and DUNS 025112181).

6.8- SES is active in marketing, producer services, and midstream aspects of the natural gas industry. SES marketing consists of Retail, Residential Choice, Wholesale, and Agriculture/Irrigation in 17 states.

6.9- SES sincerely appreciates the opportunity earn The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission's business for an additional contractual term. The business relationship we've established for almost 2 years now has been close to exceptional!

Seminole Energy Services

6.4-6.4.3

Kawasaki Motors Mfg. Corp., USA
Jeff Kimble (402) 476-6600 ext. 1152
Purchasing Supervisor
6600 N.W. 27th Street
Lincoln, NE 68524
JKimble@lcn.kmmfg.com

SES Customer: *4 months*
Number of Locations: *1 location; 2 meters*
Total Annual Natural Gas Value: *$797,500*
Duration of Current Agreement: *2 years*

NEBCO, Inc
Stan Maly-(402) 434-1212
Vice President
1850 Y Street
Lincoln, NE 68508
StanM@nebcoinc.com

SES Customer: *5+ years*
Number of Locations: *12 locations; 36 meters*
Total Annual Natural Gas Value: *$950,000*
Duration of Current Agreement: *2 years*

Walmart Stores Inn.
David Houchin
Energy Buyer
2001 S.E.10th Street Dept. 8017
Bentonville, AR 72716-0550
David.Houchin@wal-mart.com

SES Customer: *7 years*
Number of Locations: *60 locations; 85 meters (NE, IA, SD)*
Total Annual Natural Gas Value: *$4,675,000*
Duration of Current Agreement: *1 year*

6.5.1- 6.5.2 Primary Contacts, Etc…

Direct Point(s) of Contact Representing The City of Lincoln, Lancaster County, and The Lincoln/Lancaster County Public Building Commission:

***Michelle Kluver-** Seminole Energy Account Representative
1028 G Street, Ste. 104- Lincoln, NE- 68505
(402) 432-2896
mkluver@seminoleenergy.com
5 years of Industry Experience - *5 years with SES.*

***Rick Pemberton-** Seminole Energy Director Midwest
3732 SW Spring Creek Lane- Topeka, KS 66610
(785) 221-4133
rpemberton@seminoleenergy.com
34 years of Industry Experience- *9 ½ years with SES*

***Kevin Headrick-** Seminole Energy Risk & Supply
303 E 17th Avenue, Ste. 850 - Denver, CO- 80203
(720) 214-5796
kheadrick@seminoleenergy.com
22 years of Industry Experience- *12 years with SES*

***Carrie Fye-** Seminole Energy NNG Scheduler
303 E 17th Avenue, Ste. 850 - Denver, CO- 80203
(720) 214-5796
cfye@seminoleenergy.com
1 ½ years of Industry Experience- *1 ½ years with SES*

***Jo Moak-** Seminole Energy Contract Administrator
303 E 17th Avenue, Ste. 850 - Denver, CO- 80203
(303) 457-4194 or Fax (303) 457-2690
jmoak@seminoleenergy.com
34 years of Industry Experience- *9 ½ years with SES*

Seminole Energy Services

6.6 Company Profile

SES is a privately-held company formed in 1998 which operates midstream assets, aggregates, and markets natural gas from wellhead to the burner-tip. SES is headquartered in Tulsa, Oklahoma and serves over 45,000 commercial, manufacturing, and industrial customers in 25 states. SES has 240 dedicated employees and growing stronger every day.

For the past 15 years; we have expanded our locations, services, and holdings throughout the country. Our large supply sourcing pool of over 1.4 BCF per day offers flexibility to customers. Over 300+ supply relations each month insures continuous supply. As we grow, our primary focus remains constant. SES greatly values the good working relationships with all the local utilities servicing their valued customers. We are committed to working with and responding to customer's requirements.

SES is a qualified and bonded supplier in the Nebraska Choice Gas Program serving over 3000 agricultural meters. SES has partnered with the state school board association and schools in Iowa, Kansas, Missouri, and Nebraska to provide price certainty and manage yearly energy budget expenses.

SES is currently endorsed by: Nebraska Nursing Facility Association, Assisted Living Association, Nebraska Health Care Learning Center, Nebraska Hospice and Palliative Care Association and Licensed Practical Nurse Association. Nebraska Hospital Association, Nebraska Car Dealers Association and Nebraska Hotel/Motel Association.

Addendum Dated March 6, 2012

CONFIRMATION TO

Natural Gas Sales Agreement Dated October 18, 2011

Buyer Name: City of Lincoln, Nebraska, Lancaster County, Lincoln-Lancaster County Public Building Commission

The Base Contract Price for the Monthly Quantity described hereinbelow shall be defined as the first of the month index price for NNG-Ventura (Northern Natural Gas – Ventura) as published in "*Inside FERC's Gas Market Report*" plus the Price Increment of $0.35 plus Transporter's full rate approved firm transportation rates including Black Hills Energy-NNG fuel loss plus any applicable sales taxes and local franchise fees for volumes delivered to meter.

Contract Term: 7 months Beginning April 1, 2012 .

Facility Location: Lincoln Water System - 401 Hwy 6, Ashland NE 68803

Transporting Pipeline: Existing delivery point on Black Hills Energy and NNG

Monthly Quantity (in MMBtu's):

January	4970	May	1613	September	310
February	4385	June	853	October	944
March	3815	July	250	November	2086
April	2622	August	106	December	4171

Total Contracted Volume: 6,698 MMBtu's (26,125 MMBtu's per year)

(The parties may mutually agree to a prospective change in any of the above described volumes and a corresponding change in the terms of this transaction including price; any such change shall be evidenced by a fully executed Exhibit "A" at least five (5) business days prior to beginning of each month in which the quantities will differ. Any prospective change of any Fixed Price or Basis Monthly Quantity will require the settlement of all liquidation costs associated therewith.)

Special Provisions:

(1) The parties acknowledge and agree that the volumes retained by transporter as fuel shall be added to the total quantities delivered to the Delivery Point, and such total volume shall constitute the quantity of gas delivered under the Natural Gas Sales Agreement ("Agreement") and paid for at the contract price for each billing cycle.

(2) The parties acknowledge and agree in respect to volumes used in excess or deficiency of contracted volumes, Seller's commodity cost of gas shall be deemed Gas Daily daily midpoint (average) price for Northern Natural Gas – Ventura (GDDNNGVENT) plus $0.35 for overdeliveries and Gas Daily daily midpoint (average) price for Northern Natural Gas – Ventura (GDDNNGVENT) flat for underdeliveries

This Exhibit "A" is being provided in accordance with the Agreement between Seller and Buyer, and constitutes part of and is subject to all of the terms and provisions of the Agreement. All capitalized terms herein used, but not defined, will have the meanings set forth in the Agreement.

This Natural Gas Sales Agreement and any attachments thereto, are intended only for use by the Buyer named herein and contains proprietary and confidential information. Any dissemination, distribution or copying of this Agreement, and any attachments thereto, is strictly prohibited.

SCOPE OF WORK
NATURAL GAS PROVIDER

1. **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

1.1 The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission, hereinafter referred to as "Owners", are requesting proposals from qualified firms to provide Natural Gas Product and Services.

1.2 The Owners have various locations throughout the City of Lincoln and Lancaster County, NE.

1.2.1 Locations are listed as an attachment in the Bid Attachment section on the eBid system.

1.2.1.1 Buildings that will be part of this RFP but not listed include:
Pinnacle Bank Arena
New Lancaster County Detention Facility

1.2.1.2 Buildings to be removed from the RFP include:
4420 NW 41st Street

1.2.2 Building locations not indicated in this RFP may be added to any contract resulting from this RFP with mutual consent of both parties at any time during the contract period.

1.3 The service shall include all labor, supervision, materials, tools, supplies, permits and licenses required to provide the product.

1.4 Owners meter location and approximate volume for 2011-2012 can be found in the Bid Attachment section on the eBid system.

1.4.1 The current local utility provider for the piping and meters in Lincoln and Lancaster County is Black Hills Energy.

1.5 Any deviation from the specifications contained in this document and others in the eBid Request for Proposals must be documented on company letterhead and attached to the Response Attachment section of the eBid response.

1.6 All questions and clarifications regarding this Request for Proposal must be in writing and submitted to Bob Walla at rwalla@lincoln.ne.gov.

6.10.1 All questions must be submitted in writing within (7) seven days of bid closing.

6.10.2 An addendum will be issued through the ebid system as needed.

1.7 Vendors are not allowed to discuss this Proposal with any "Owner's" employees or elected officials other than the City of Lincoln/Lancaster County Purchasing Department.

1.7.1 Failure to follow this requirement may result in immediate disqualification of your Proposal.

2. **VENDOR PRICE PROPOSALS**

2.1 The Owners are requesting price proposals for any and all types of pricing options available to them under an awarded contract with the selected Vendor.

2.1.1 Examples include, but are not limited to, hedge buying, index plus, firm fixed, etc.

2.1.2 Price proposals must include any and all fees or charges in addition to the actual cost of the gas per location.

2.1.3 Vendors shall not charge pass-thru fees and charges of any kind in a

contract unless it has been included in the Vendor's proposal.

2.2 All pricing program proposals must be separately labeled, titled, and typed on Company letterhead and attached to the Response Attachment section of the eBid response.

2.3 Pricing proposal must include a section which states that pricing terms will either be firm or variable for the option/s selected for the duration of the contract.

2.3.1 If pricing options are variable, you must indicate when and how the price option will change.

2.4 Pricing proposals shall be indicative of the current usage at each of the facilities, also taking into consideration overall volume of all Owner facilities.

2.5 The Vendor shall provide pricing on each Price Proposal for each Owners facility for the month of August 2013 using the posted gas volume for each facility based on the IF NNG Vent gas price at market close on July 10, 2013.

2.5.1 Each Price Proposal shall utilize this format in order for the Owners to evaluate the overall cost for each location.

2.6 If the Vendor is proposing a fixed price option, the Vendor shall provide a price sheet that uses the 2011- 2012 gas volume for six locations that are eligible for fixed firm pricing, using a 5 month fixed price rate from market close on July 10, 2013 for the period of November 1, 2013 through April 30, 2014.

2.6.1 The six locations that will be utilized for this pricing are as follows:
Ashland Water Treatment Plant
Waste Water Treatment Plant - Theresa Street
Municipal Service Center
Youth Service Center
Trabert Hall
Lancaster County Shop

2.7 Owners will not agree to pay for gas that is not purchased when quantities are lower than those listed on usage reports for any of the locations designated in the contract.

2.7.1 Vendor is responsible for all balancing penalties that may occur with the delivery of natural gas to the Owners.

3. CONTRACT TERMS

3.1 Initial term of contract shall be for a period of (4) four years from date of execution.

3.1.1 (1) one additional 2 (2) year renewal term is optional upon acceptance by all parties.

3.2 The Owners reserve the right to add, remove or adjust the terms of the contract should there be a substantial change caused by building remodeling, new building construction, budget restrictions, etc.

3.2.1 Such adjustments must be made in the form of a written contract amendment signed by both the Vendor and the Owners.

3.3 The awarded contracts will not be assignable without written approval of the Owners in the form of a contract amendment.

3.4 Termination of Contract for convenience may be issued with a ninety (90) day written notice of termination by either party.

3.5 The Owners may terminate the contract for cause with a thirty (30) day written notice if the Contractor:

3.5.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide Natural Gas as requested

3.5.2 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors

3.5.3 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract

3.5.4 If the Contractor or subcontractor's employees commit a breach of facility security rules.

3.5.5 Otherwise commits a substantial breach of any provision of the Contract Document.

3.5.6 Vendor will have the opportunity to respond and cure the recognized deficiencies in a predetermined amount of time.

4. CUSTOMER SERVICE REQUIREMENTS

4.1 The type and amount of customer service provided to the Owners is very important and will be a significant evaluation factor.

4.2 The Owners are interested in a company that will maintain a close business relationship with each of the departments and the Owners Purchasing Division in order to inform the parties of opportunities and buying options which will benefit the Owners.

4.3 Owners are interested in a single point of contact with a person at the Vendors office who can answer questions for all accounts or provide reports and buying advice as requested in a timely manner.

5. INVOICE AND PAYMENT REQUIREMENTS

5.1 Invoice/Payment method shall be indicated by the Vendor in their proposal documents that may provide discounts to the Owners based on the timeline for payment.

5.2 All invoices for the Owners accounts must be billed on a monthly basis unless other arrangements are proposed and accepted by the Owners.

5.3 All invoices must indicate the exact location name, address, number of Mth, taxes, fees and account number for each location serviced under the awarded contract.

5.4 The Owners request a paper statement and electronic payment to enhance the accounts payable process.

5.5 Please note that the Lincoln Water System is not tax exempt.

5.5.1 All other accounts of the Owners are tax exempt.

5.7 The Owners will not pay for any fees or charges that are not specifically agreed to in the Proposals received prior to the close of the RFP or during negotiations.

5.7.1 This includes any pass-thru fees or charges.

6. EVALUATION INFORMATION AND SUBMITTALS

6.1 The evaluation process will consist of two phases:

6.1.1 Phase 1 gives consideration to all submitted proposal(s) to determine substantial responsiveness.

6.1.2 Phase 2 will include a detailed analysis of pricing models proposed and

Vendor may be requested to present a demonstration of their pricing models and customer services which will be part of an awarded contract.

6.2 Evaluation Criteria in addition to those stated in the general terms will consist of:

- 6.2.1 Total price of contract and other pricing factors that will amount to the best value to the Owners
- 6.2.2 Ability to provide service as specified in this Scope of Work
- 6.2.3 Deviations from the scope of work
- 6.2.4 References.
- 6.2.5 Proposed Customer Service Representative

6.3 The Owners, reserve the right to evaluate proposals in detail, as provided in this Request for Proposals and to award a contract/s for purchase which in the exercise of reasonable discretion, the Owners determine to be in their best interest.

6.4 References from current and past customers will be a consideration in the award of this contract.

- 6.4.1 Vendor must provide references from at least three (3) other accounts which each have a similar number of locations as the Owners.
  - 6.4.1.1 At least 1 of the references must be located in Nebraska.
- 6.4.2 References must list the Contact name, phone number, address, email address, number of locations, total yearly dollar value of account and number of years under contract with the account.
- 6.4.3 Reference information will be typed on company letterhead and attached to the Response Attachment section of the eBid response.

6.5 Vendor shall provide information on the primary contact person for each of the Owners accounts.

- 6.5.1 Information shall be typed on company letterhead and attached to the Response Attachment section of the eBid response.
- 6.5.2 Vendor shall provide the name of the customer service rep, how long the person has been with the Vendors company in this capacity, how long the person has been in the natural gas business and a list of other accounts the person is currently servicing.
- 6.5.3 The contact person for the Owner accounts will be required to provide the information on pricing options during the personal interview if an interview is granted.

6.6 Vendor shall provide a Company Profile which describes it's size, location, number of employees and company history.

- 6.6.1 Limit the size of this document to (2) two single-spaced, single-sided pages.
- 6.6.2 Vendor shall type this information on company letterhead and attach it to the Response Attachment section of their eBid response.

6.7 Vendor shall attach any licences or permits related to natural gas supply which is required by any governmental entity to do business in the State of Nebraska, Lancaster County, and the City of Lincoln, NE.

- 6.7.1 Vendor shall type this information on company letterhead and attach it to the Response Attachment section of their eBid response.

6.8 No Vendor will be considered who is not at the present time actively engaged in providing Natural Gas to Commercial customers in the size and quantity of the Owners and who cannot clearly demonstrate to the satisfaction of the Owners his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.

6.9 The Owners reserve the right to acquire additional information from sources prior to award in order to verify or enhance the information provided by the Vendor.

LANCASTER COUNTY
COUNTY-CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

ADDENDUM #1

Issue Date: 07/11/2013

SPECIFICATION NO.13-239
FOR
NATURAL GAS PROVIDER

Addenda are instruments issued by the County 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 to the County's specification and bidding documents:

1. Will pricing be negotiated for the facilities not listed or will it be expected that those facilities, namely Pinnacle Bank Arena and the New Lancaster County Detention Facility will be priced consistent with those listed in the RFP?
Answer: The pricing will be negotiated at these two facilities and any other add-on facilities based on their projected usage.

2. What level of transport is required by the locations in the RFP (i.e. do all require primary firm transport or is secondary or interruptible service acceptable at any of the locations)?
Answer: Interruptible service is not acceptable at any location.

3. Will Black Hills Energy be releasing capacity to the selected supplier for any of the locations listed in the RFP as part of the energy options program? If so, please provide the location and the associated transport entitlement quantity in Dth/day by month that will be released to the selected supplier. Please use the location name that corresponds to the Excel usage file.
Answer: The current contract does not involve the Owners corresponding with Black Hills and the Transport company for any type of service. The new contract to be awarded from this RFP will work in a similar fashion unless other arrangements are proposed and accepted by the Owners.

4. Are any of the locations listed in the RFP equipped with telemetry? If so, please provide the names of those locations.
Answer: The Owners do not have that information available.

5. Will all locations in this RFP be awarded to the same supplier such that the owners are looking for one index price applicable to all locations listed?
Answer: The Owners will evaluate all proposals and determine which option is in it's best interest.

6. Please specify the interstate pipeline(s) serving Black Hills Energy's gate stations for each location listed in the RFP. It is assumed the applicable interstate pipeline is Northern Natural Gas however verification is requested.
Answer: Please contact Black Hills for this information.

7. Please confirm that the following six locations as noted in section 2.6.1 of the scope of work correspond to the following descriptions on the Excel usage file for appropriate pricing. Otherwise, please specify the correct pairings.

Scope of Work Naming Convention	Associated Usage File Naming Convention
Ashland Water Treatment Plant	Water Systems – Ashland
Waste Water Treatment Plant – Theresa Street	NE – Wastewater
Municipal Service Center	City MFC Service Cntr
Youth Service Center	PBC – Juvenile Det
Trabert Hall	PBC – Trabert Hall
Lancaster County Shop	Lancaster Cty Shop

Answer: The Waste Water Plant is NE Wastewater on the usage attachment. Use both quantities for the MFC Service Center.

8. Could you please also clarify if you would like fixed pricing for Nov through March or Nov through April? The RFP SOW states 5 months but notes Nov through April.

Answer: November 1 - April 1

9. Quantities listed in the attachment are in Deca-therms.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

LANCASTER COUNTY

COUNTY-CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

ADDENDUM #2

Issue Date: 07/12/2013

SPECIFICATION NO.13-239

FOR

NATURAL GAS PROVIDER

Addenda are instruments issued by the County 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 to the County's specification and bidding documents:

1. Regarding the "term" of the contract. In 3.1 , it states that the "initial term of the contract will be a period of four years" and in section 2.6 it talks about a fixed price option with a period of Nov 1, 2013 through April 30, 2014. Based upon those two items, is it reasonable to conclude that the intent is to start the initial 4-year term on Nov 1, 2013?
   Answer: The Awarded Vendor will begin actual service on Nov. 1, 2013. The contract will be executed earlier in order to arrange for change-over of accounts and development of fixed pricing for all affected departments.

2. Regarding Section 2.7 – if a fixed price option is chosen, it is customary in the natural gas industry for that fixed price to be "locked" for a specific monthly volume for each month of the fixed price term. If more gas is burned than the locked volume, then the incremental gas is subsequently priced at a "market based" price. Likewise, if less gas is burned than planned, then the customer is credited for that unused gas at a market based rate. Given the provisions in Section 2.7, is this allowed?
   Answer: Please provide details of your pricing structure as part of your written proposal.

3. Regarding Section 3.4: If a Fixed Price agreement is in place, is it still acceptable for either party to terminate the contract for convenience by either party?
   Answer: Termination for convenience remains part of the contract. Fixed price agreements for certain accounts are done as a contract amendment, which binds the Owners and the Vendor to other terms.

4. Regarding the Bid Bond requirement, it states "5% of the total amount of the bid". Upon what is that 5% calculated? Given that all or part of the bid proposal could be an "index" based price (i.e. market based), that total future amount is an unknown. Likewise, for what term is the 5% to be calculated? (4 years?)
   Answer: The amount of the bid bond will be $2,000.00 from all Vendors.

5. There are no meters equipped with Telemetry devices at any of our accounts.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

LANCASTER COUNTY

COUNTY-CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

ADDENDUM #3

Issue Date: 07/16/2013

SPECIFICATION NO.13-239

FOR

NATURAL GAS PROVIDER

Addenda are instruments issued by the County 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.

Question on the List of 2011-12 Usage Data (called Copy of City of Lincoln 2012 Actuals 2 8 13.xls), it shows "Water Systems – Ashland" as having an annual usage of 23,098. Which meter is that on the "BHE Meter Page.pdf"?

Answer NGM 798862

All other terms and conditions shall remain unchanged.

Issued this 16th day of July 2013.

Vince M. Mejer
Purchasing Agent

INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN, NEBRASKA
OWNERS

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of $100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	$2,000,000 each Occurrence
	$2,000,000 Aggregate
Personal Injury Damage	$1,000,000 each Occurrence
Contractual Liability	$1,000,000 each Occurrence
Products Liability & Completed Operations	$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

   a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
   b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
   c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
   d. Contractual Liability coverage shall be included.
   e. Products Liability and/or Completed Operations coverage shall be included.
   f. Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	$1,000,000 Combined Single Limit

D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of $2,000,000 per occurrence, $6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.
Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.

G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO PROPOSERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission "Owners"

1. PROPOSAL PROCEDURE

1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
A) Proposers shall respond electronically to all attributes and addendums as required.
B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.

1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.

1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.

1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.

1.5 Response by a firm / organization other than a corporation must include the name and address of each member.

1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.

1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.

1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

3.2 The proposer agrees to hold the Owners harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of heath information.
1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

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

6. SPECIFICATION CLARIFICATION

6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.

6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.

6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owners; proposers shall not rely upon oral interpretations.

7. ADDENDA

7.1 Addenda are instruments issued by the Owners prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.

7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.

7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City or County Staff or officers except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

9. SITE VISITATION

9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.

9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.

10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.

10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.

10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Owners have the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.

10.5 A committee will be assigned the task of reviewing the proposals received.

1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the Owners, and deemed to best serve Owners' requirements.

10.7 The Owners reserve the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owners.

11. TERMINATION/ASSIGNMENT

11.1 The Owners may terminate the Contract if the Contractor:

1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
3. Otherwise commits a substantial breach of any provision of the Contract Document.

11.2 *By mutual agreement both parties of the contract agreement,* upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Owners shall pay Contractor in accordance with this section.
2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the Owners may cancel this contract or affirm the contract and hold the Contractor responsible for damages.

11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Owners.

12. INDEMNIFICATION

12.1 The proposer shall indemnify and hold harmless the Owners, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, los or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

12.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

13.1 Unless other specification provisions state otherwise, payment in full will be made by the Owners within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

17.1 The Owners are generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

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

18. CITY AUDIT ADVISORY BOARD

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

19. E-VERIFY

19.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

Advertise 2 times
Wednesday, July 3, 2013
Wednesday July 10, 2013

Request for Proposals (RFP)
Proposal No. 13-239

Sealed proposal will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 p.m, Wednesday, July 24, 2013** for providing the following:

Natural Gas Provider –
City of Lincoln, Lancaster County and Public Building Commission
RFP No. 13-239

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

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this proposal. Questions concerning this proposal process may be directed to City/County Purchasing at (402) 441-8309 or 441-7416 or rwalla@lincoln.ne.gov

Nebraska Department of **REVENUE**

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• **Read instructions on reverse side/see note below**

FORM 13

NAME AND MAILING ADDRESS OF PURCHASER	NAME AND MAILING ADDRESS OF SELLER
Name: The City of Lincoln	Name: Seminole Energy Services, LLC
Street or Other Mailing Address: 555 South 10th Street	Street or Other Mailing Address: P.O. Box 402
City: Lincoln State: NE Zip Code: 68508	City: Holdrege State: NE Zip Code: 68949-0402

Check Type of Certificate

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

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

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

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of

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

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor

of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number State

SECTION B—Nebraska Exempt Sale Certificate

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

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

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

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

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

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

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

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

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

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

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

sign here ▶ Robert F Walla — Authorized Signature

Asst Purchasing Agent — Title

9/13/13 — 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.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007

INSTRUCTIONS

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

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

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

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

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

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

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

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

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate, (3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

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

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

CATEGORIES OF EXEMPTION

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

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

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

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
John L. Wortham & Son, L.P.
P. O. Box 1388
Houston, TX 77251-1388

CONTACT NAME:
PHONE (A/C, No, Ext): 713-526-3366 FAX (A/C, No): 713-521-1951
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee & Liability Insurance Co.	26247
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Seminole Energy Services, LLC
1323 E. 71st Street, Ste 300
Tulsa OK 74136

COVERAGES **CERTIFICATE NUMBER:** 15147075 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			GLO596840303	12/31/2012	12/31/2013	EACH OCCURRENCE	$ 1,000,000
	✓ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	✓ POLICY PRO-JECT LOC							$
A	**AUTOMOBILE LIABILITY**			BAP596840403	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
								$
B	**UMBRELLA LIAB** OCCUR			AUC596853902	12/31/2012	12/31/2013	EACH OCCURRENCE	$ 5000000
	✓ **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 5000000
	DED ✓ RETENTION $ 10,000						Products/Comp. Ops.AGG	$ 5000000
								$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC596840503	12/31/2012	12/31/2013	✓ WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

30 days notice of cancellation applies.

CERTIFICATE HOLDER

City of Lincoln, Nebraska
Lincoln Purchasing,
Attn: Robert Walla Asst. Purch. Agent
440 S 8th St,
Lincoln NE 68516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son L.P.

John L. Wortham & Son, L.P.

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