CONTRACT DOCUMENTS
STARTRAN

CITY OF LINCOLN
NEBRASKA

Biodiesel Subsidy Program (StarTran)
Quote No. 5358

Nebraska Soybean Board
3815 Touzalin Ave., Suite 101
Lincoln, NE 68507
402-441-3240

CITY OF LINCOLN
STARTRAN
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Nebraska Soybean Board, 3815 Touzalin Ave., Suite 101, Lincoln, NE 68507**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Biodiesel Subsidy Program (StarTran), Quote 5358

and,

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

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

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

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

   Agreement to full proposal.

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

   The Contractor will pay the City for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Contractor shall submit a check to StarTran within 30 days of request for reimbursement by StarTran staff. The reimbursement to the City of Lincoln is expected to be $5,600.00 for the term of this contract. In the event the Contractors funding is eliminated, the Contractor agrees to notify the City 30 days prior to the expiration of funds.

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

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
   - 5.3) Termination for Lack of Funding. The City may terminate this Contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of City. In the event of unavailability of funds to pay any amounts due under this Contract, City shall immediately notify the Program Provider and this Contract shall terminate without penalty or expense to City. Upon termination, the City shall pay Program Provider for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Contract.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be effective upon execution by both parties and run through December 2, 2017 with the option for three (3) additional one (1) year terms.

8. Non-Discrimination Clause. StarTran shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this Contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to the (Recipient) of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

   The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. Indemnification. To the fullest extent permitted by law, Service Provider shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Contract, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Service Provider, or anyone for whose acts any of them may be liable. This section will not require Service Provider to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive its governmental immunity by entering into this Contract and fully retains all immunities and defenses provided by law. This section survives any termination of this Contract.

10. The Contract Documents comprise the Contract, and consist of the following:
    1. Contract Terms
    2. Accepted Proposal/Response
    3. Addendum No. 1
    4 Specifications
    5. Federal documentation
    6. Instructions to Bidders
    7. Insurance Requirements

11. Conflicts. To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, this agreement shall control.

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

CONTRACT
Biodiesel Subsidy Program (StarTran)
Quote No. 5358
City of Lincoln
Nebraska Soybean Board

EXECUTION BY CONTRACTOR

IF A CORPORATION:
Attest:

_____ Seal
Secretary

Nebraska Soybean Board
Name of Corporation

3815 Touzalin, Lincoln 68507
Address

By: Vicki Bohmanky
Duly Authorized Official

Executive Director
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

_____
Name of Organization

_____
Type of Organization

_____
Address

By:_____
Member

By:_____
Member

IF AN INDIVIDUAL:

_____
Name

_____
Address

_____
Signature

City of Lincoln Signature Page

CONTRACT
Biodiesel Subsidy Program (StarTran)
Quote No. 5358
City of Lincoln
Nebraska Soybean Board

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Chris Beutler, Mayor

Approved by Resolution Order No._____

dated _____

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

Bid Information

Bid Creator	Suzanne Ideus Asst. Purchasing Agent
Email	SMIdeus@lincoln.ne.gov
Phone	(402) 441-7414
Fax	(402) 441-6513
Bid Number	5358 Addendum 1
Title	Soy Oil/Biofuel Subsidy Program - StarTran
Bid Type	Quote
Issue Date	5/31/2016 04:32 PM (CT)
Close Date	6/6/2016 02:00 PM (CT)
Need by Date	

Contact Information

Address	StarTran 440 S. 8th Street Lincoln, NE 68508
Contact	Suzanne Ideus City/County Purchasing
Department	
Building	
Floor/Room	
Telephone	1 (402) 441-7414
Fax	1 (402) 441-6513
Email	SMIdeus@lincoln.ne.gov

Ship to Information

Address	StarTran-Public Works 710 J St. Lincoln, NE 68508
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Nebraska Soybean Board
Address	3815 Touzalin Ave., Suite 101 Lincoln, NE 68507
Contact	Victor Bohuslavsky
Department	
Building	
Floor/Room	
Telephone	1 (402) 441-3240
Fax	
Email	
Submitted	6/6/2016 09:52 AM (CT)
Total	-$5,600.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Victor Bohuslavsky Email victor@nebraskasoybeans.org

Supplier Notes

Nebraska Soybean Board does not want to bid on this product.

Bid Notes

If you have any questions regarding this E-bid quote request, please email to: SMIdeus@lincoln.ne.gov.
*If you have any questions regarding submittal problems or questions, please contact Purchasing at 402.441-7417.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders and acknowledge and understand that the following sections of the form shall not apply to this E-bid quote request: Section 1: 1.6, 1.7, 1.7.1 through 1.7.3 Section 2: Entire section Section 4: 4.2 Section 8: 8.1, 8.2 and 8.3 Section 9: Entire section Section 13: 13.4 and 13.8 Section 17: Entire section Section 20: Entire section	Yes
2	Specifications	I acknowledge reading, understanding and agree to the specifications.	Yes
3	Subsidy Program	I understand that this is not a bid for Soy Oil, it is a payment to the City for the use of the product and the amount entered in the line item of the E-bid reflects the amount to be paid to the City.	Yes
4	Insurance Requirements	I acknowledge reading, understanding and agree to the Insurance Requirements.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Federal Bidding Documents and Compliance	I have read and understand the Federal Forms attached to this bid and hereby agree to comply with the provisions as they are listed in the forms.	Y
7	Contract Term and Renewal is an Option	I understand that the term of the contract shall be effective from the date of contract execution by both parties through December 2, 2017 with the option for three (3) additional one (1) year periods if agreeable between both parties.	Yes
8	Bus Wrap Pricing	I have read and understand section 1.2 of the Specifications and understand that the special pricing, removal of art, etc. being offered and overseen by the City's current Advertising company for bus wraps is subject to change after the contract with the current contractor expires. Further we understand that any agreement regarding special pricing and terms established under a new contract, specifically how it impacts the renewals of this resulting contract, will be communicated to the Nebraska Soybean Board.	Yes
9	Assignability Conditions	I acknowledge and understand that the Vendor shall not assign any portion of the work to be performed under the terms of a contract or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities hereunder without the prior written consent of the City of Lincoln.	Yes
10	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the description listed in the line items.	Yes

11	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
12	Contact	Name of person submitting this bid:	victor bohuslavsky
13	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	56,000	Gallons	Enter the amount per "Gallon" being offered to the City. The quantity of 56,000 gallons is the estimated usage between the date of contract execution through the end of the first contract term on December 2, 2017. **THIS IS NOT A BID FOR SOY OIL! IT IS A PAYMENT TO THE CITY FOR USE OF THE PRODUCT	-$0.10

Item Notes: *For the amount to be paid to the City per "Gallon" enter a minus (-) sign before your Unit price per "gallon" - that will reflect a credit to the City.

Supplier Notes: We pay the difference between number 2 fuel and the biodiesel blend.

Response Total: -$5,600.00

SPECIFICATIONS
BIODIESEL SUBSIDY PROGRAM (STARTRAN)

1. GENERAL INFORMATION

1.1 The City of Lincoln, hereinafter referred to as "City", desires to pursue a reimbursement contract with Nebraska Soybean Board, hereinafter referred to as "Vendor", to provide funding for the cost of Soy Oil to be mixed with diesel fuel in an 80/20 amount for use in the City transit busses.

1.1.1 The City currently incorporates 56,000 gallons of soy oil per year into their Diesel fuel to develop a 20% biodiesel fuel for transit vehicles.

1.1.2 This program is in coordination with the City of Lincoln Cleaner Greener initiative.

1.1.2.1 Use of Soy Oil as a diesel fuel additive will reduce demand for foreign oil and decrease carbon emissions.

1.1.3 Your company shall respond to this solicitation via E-Bid, review all attachments, attributes, enter the amount per "Gallon" to be reimbursed to the City of Lincoln and attach information relevant for review by the City.

1.1.3.1 Response to the Attribute section and electronic signature serves as your company's acknowledgement and intent to comply with the City and Federal pro visions outlined herein and included in the E-bid system.

1.2 In return for the full support of this program, the Vendor will be given special pricing from the current advertising company for a full bus advertising wrap.

1.2.1 Advertising contract will be directly with the StarTran Vendor for this service at a current rate of $12,000.00 per year.

1.2.1.1 The bus selected for this advertisement shall be a fixed route vehicle that will circulate throughout the routes in the City.

1.2.2 Vendor shall pay the full cost for artwork and installation of the bus wrap which is projected to be $7,125.00.

1.2.2.1 The City of Lincoln shall review and approve any artwork prior to installation.

1.2.2.2 Vendor must use the City approved bus wrap provider for wrapping vehicle.

1.2.2.3 Vendor may continue to use a current bus wrap if it is currently under contract and so desires to do so.

1.2.2.4 In the event of a termination for convenience by the City, the Vendor shall be reimbursed for the unused portion of the advertising contract only and the City shall not be responsible for any costs associated with cost the manufacturing, installation and removal of the wrap.

1.2.3 Upon completion or termination of the Advertising Contract and/or the Soy Oil Funding Contract, bus wrap will be removed.

1.2.4 Upon contract expiration and/or termination of the contract, the Vendor of this contract shall be subject to then existing or current rates or removal of the art as required by the advertising company.

1.3 Federal provisions are associated with the resulting contract.

1.3.1 Vendor shall acknowledge the Federal provisions included with the Specifications and their agreement to such provisions.

1.4 Vendor shall submit on company letterhead, signed by an authorized representative, any deviations or terms being presented by your organization and attach any other relevant documents.

1.5 The term of the contract shall be from date of contract execution through December 2, 2017 with the option for three (3) additional one (1) year terms.

1.6 A firm-fixed contract for reimbursement payment to the City will be issued to the Vendor.

1.7 All inquiries regarding these Specifications shall be directed via e-mail to Suzanne Ideus, Assistant Purchasing Agent (SMIdeus@lincoln.ne.gov)

2. VENDOR REQUIREMENTS

2.1 The Vendor shall subsidize the cost of Soy Oil which will be added to regular diesel fuel in an amount which produces 20% Soy Biodeisel according to the amount listed in the Line Item of the E-bid System.

2.1.1 The Soy Oil will be mixed with diesel at the current Contractor Location for fuel for the City Transit System (currently Sapp Bros. Petroleum).

2.1.2 The per gallon cost of soy oil will be determined by the Vendor and the cost submitted to the City under their fuel contract.

2.2 Vendor shall submit a check to StarTran within 30 days of request for reimbursement by StarTran staff.

2.2.1 Check shall be made payable to City of Lincoln - StarTran, and a memo note stating "Biodeisel Funding - Invoice # _____" on the check or check stub.

2.3 Vendor shall provide insurance coverage as listed in the Insurance Requirement document attached to the Bid Attachment section of the E-bid.

3. MISCELLANEOUS

3.1 Any deviation from these specifications must be documented on company letterhead and attached to the Response Attachment section of the E-bid response.

4. FEDERAL PROVISIONS

4.1 Federal provisions are associated with the resulting contract.

4.1.1 Vendor shall review and comply with the Federal provisions presented and such provisions shall become incorporated into the relevant documents associated with this contract.

5. AWARD EVALUATION

5.1 Vendor must agree to comply with the terms included in the Specifications and related E-bid documents.

5.2 The City of Lincoln shall issue a reimbursement contract for the City to the successful Vendor providing subsidy payment to the City for the purpose of energy savings and cleaner air.

5.3 Any deviation from these specifications or related E-bid documents must be documented on company letterhead and attached to the Response Attachment section of the E-bid response.

5.4 Any additional information not requested in these specifications that may be relevant shall be typed on company letterhead and included in the Response Attachment section of the E-bid response.

5.5 ALL ATTACHMENTS SHALL BE ATTACHED TO THE RESPONSE ATTACHMENT SECTION OF THE E-BID RESPONSE.

END OF SPECIFICATONS

ADDENDUM #1

Issue Date: 06/06/16

SPECIFICATION NO. 5358

FOR

Biodiesel Subsidy Program - StarTran

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

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

Item 1 - Changes to Specifications:

The Specifications found in the Attachment section of the E-bid have been replaced to reflect the following change:

1) The title in the Specifications found in the Attachment section of the E-bid has been changed from "Soy Oil/Biofuel Subsidy Program (StarTran)" to now read "Biodiesel Subsidy Program. (StarTran)"

Item 2 - Attribute Section of the E-bid

1) A change has been made to the Attribute section oft the E-bid.

All other terms and conditions shall remain unchanged

Dated this 6th day of June 2016

Suzanne Ideus

Assistant Purchasing Agent