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CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR**

**Coolant/Antifreeze
Bid No. 11-017**

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

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between Lincoln Truck Center, 5701 Arbor Rd., Lincoln, NE 68517, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

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

For providing **Annual Requirements for Antifreeze/Coolants** 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 Responses, excluding items for the work and sums set forth in Line Item 2 of Contractor's Proposal/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, 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 Owners' 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 Line Items 1 and 3 - 8 of Contractor's Proposal.

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 Owners:

Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, excluding items for the work and sums set forth in Line Item 2 of Contractor's Proposal/Response, a copy thereof being attached to and made a part of this Contract. Owners shall order on an as needed basis for the duration of the contract.

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

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

5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners 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 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.

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 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.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. 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") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Insurance Requirements
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications
 6. Addendums No. 1 & 2
 6. Special Provisions, if applicable
 7. Sales Tax Exemption Form 13

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

The Contractor and the 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:

Joan E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Christina
Mayor

Approved by Resolution No. A-86296

dated 4-11-2011

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Dullany Dehrens
Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

Jane Hubbard
10
John Schor
Blaine Keen

Huckins Absent

dated 3/8/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

LINCOLN TRUCK CENTER
Name of Corporation

5701 ARRON RD.
(Address)

By: Bill Smith
Duly Authorized Official

PARTS MANAGER
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon R. Mulder Assistant Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder, Asst. Purchasing Agent	Contact
Phone	(402) 441-7410	Department	Purchasing	Department
Fax	(402) 441-6513	Building		Building
Bid Number	11-017 Addendum 2	Floor/Room		Floor/Room
Title	Annual Requirements for Anti-Freeze/Coolants	Telephone	(402) 441-7428	Telephone
Bid Type	Bid	Fax	(402) 441-6513	Fax
Issue Date	12/30/2010	Email	smulder@lincoln.ne.gov	Email
Close Date	1/13/2011 10:00:00 AM CST			
Need by Date				

Supplier Information

Company LINCOLN TRUCK CENTER
 Address 5701 ARBOR RD
 LINCOLN, NE 68517

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 6462444
 Fax 1 (402) 6469166
 Email
 Submitted 1/11/2011 1:58:44 PM CST
 Total \$1,897.00

Signature _____

Supplier Notes _____

Bid Notes _____

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.	Yes

2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
5	Contact	Name of person submitting this bid:	FLOYD BOWLES
6	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	5-6 DAYS
7	Term Clause of Contract	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) NO b)YES c)UNTILL VENDOR CHANGES PRICE
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
10	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	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
13	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

Line Items

#	Qty	UOM	Description	Response
1	1	DRUM	Pre-diluted Extended Service Heavy Duty Engine Coolant/Anti-Freeze in 55 gal. drum.	\$360.25
Manufacturer: Old World Industries Manufacturer #: Final Charge Global - No Exceptions				
Item Notes: Case quantities with six (6) one gallon containers per case. City/County uses approximately 700 gallons of Pre-diluted anti-freeze in a combination of cases and 55 gallon drums.				
Supplier Notes: This is for one 55 gallon drum				
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2	1	CASE	Pre-diluted Extended Service Heavy Duty Engine Coolant/Anti-Freeze in case quantities with six (6) one gallon containers per case.	\$75.30
Manufacturer: Old World Industries Manufacturer #: Final Charge Global - No Exceptions				
Item Notes: Case quantities with six (6) one gallon containers per case. City/County uses approximately 700 gallons of Pre-diluted anti-freeze in a combination of cases and 55 gallon drums.				
Supplier Notes: Total cost is for one case of 6 one gallon jugs. 12.55 is per each cost				
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3	1	DRUM	Extended Service Heavy Duty Engine Coolant/Anti-Freeze in a 55 gallon drum.	\$632.50
Manufacturer: Old World Industries Manufacturer #: Final Charge Global - No Exceptions				
Item Notes: Case quantities with six (6) one gallon containers per case. City/County uses approximately 700 gallons in a combination of cases and 55 gallon drums.				
Supplier Notes: This is for one 55 gallon drum				
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4	1	CASE	Extended Service Heavy Duty Engine Coolant/Anti-Freeze in case quantities with six (6) one gallon containers per case.	\$44.40
Manufacturer: Old World Industries Manufacturer #: Final Charge Global - No Exceptions				
Item Notes: Case quantities with six (6) one gallon containers per case. City/County uses approximately 700 gallons in a combination of cases and 55 gallon drums.				
Supplier Notes: Total cost is for one case of 6 one gallon jugs. 7.40 is per each cost				
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5	1	CASE	Extended Service Automotive Engine Coolant/AntiFreeze in case quantities with six (6) one gallon containers per case.	\$44.40
Manufacturer: Old World Industries Manufacturer #: Peak Global - Concentrated				
Item Notes: It is estimated that the City/County will use approximately 700 gallons of anti-freeze per year in combination of cases and drums. Please attach your specifications to the response attachment section of the bid.				
Supplier Notes: Total cost is for one case of 6 one gallon jugs. is per each cost.				

6	1	DRUM	Extended Service Automotive Engine Coolant/AntiFreeze in a 55 gallon drum.	\$431.75
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Manufacturer: Old World Industries Manufacturer #: Peak Global - Concentrated

Item Notes: It is estimated that the City/County will use approximately 700 gallons of anti-freeze per year in combination of cases and drums. Please attach your specifications to the response attachment section of the bid.

Supplier Notes: This is cost for one 55 gallon drum

7	1	CASE	Pre-diluted Extended Service Heavy Duty Engine Coolant/AntiFreeze in case quantities with six (6) one gallon containers per case.	\$44.40
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Manufacturer: Old World Industries Manufacturer #: Peak Global - No Exceptions (Diluted or 50/50)

Item Notes: It is estimated that the City/County will use approximately 1000 gallons of pre-diluted anti-freeze per year in combination of cases and 55 gal. drums.

Supplier Notes: Total cost is for one case of 6 one gallon jugs.6.92 is per each cost.

8	1	DRUM	Pre-diluted Extended Service Heavy Duty Engine Coolant/AntiFreeze in 55 gallon drum.	\$264.00
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Manufacturer: Old World Industries Manufacturer #: Peak Global - No Exceptions (Diluted or 50/50)

Item Notes: It is estimated that the City/County will use approximately 1000 gallons of pre-diluted anti-freeze per year in combination of cases and 55 gal. drums.

Supplier Notes: This is cost of one 55 gallon drum

Response Total:	\$1,897.00
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**SPECIFICATIONS
FOR
ANNUAL REQUIREMENTS for COOLANT/ANTIFREEZE
BID NO. 11-017**

1. SCOPE OF WORK

- 1.1 The intent of this specification is to describe basic requirements for extended service coolant/antifreeze designed for use in both heavy duty diesel and automotive gasoline engines within the City/County motor vehicle fleets.
- 1.2 The products will provide year round coolant system protection against winter freeze-ups, summer boil overs and protect all cooling system metals from rust/corrosion and be compatible with hoses and seals.
- 1.3 Products must be compatible with all other coolant technologies and capable of being used to top-off existing systems.
- 1.4 Item #3. "EXTENDED SERVICE HEAVY DUTY ENGINE COOLANT/ANTI-FREEZE" TO BE **OLD WORLD INDUSTRIES, PEAK FINAL CHARGE GLOBAL, NO EXCEPTION.**
- 1.5 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.6 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.6.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.

2. EXTENDED SERVICE AUTOMOTIVE ENGINE COOLANT/ANTIFREEZE

- 2.1 Chemical Properties (typical values)
 - 2.1.1 Specific Gravity 60/600 1.075
 - 2.1.2 * Foam Tes 50 ml./3 sec.
 - 2.1.3 PH, 50% Volume Solution 8.5
 - 2.1.4 Flash Point, COC 250⁰ F.
 - 2.1.5 Total Water, Wt. % 5%
 - 2.1.6 Total Glycois, Wt. % 95%
 - 2.1.7 Affect On Automotive Finish None
 - 2.1.8 Colored Yes

** With 15 lb pressure cap*
- 2.2 Meets or exceeds performance requirements of the following:
 - 2.2.1 ANFOR R 15-601
 - 2.2.2 BS 6580 (British Standard)
 - 2.2.3 Chrysler MS7170
 - 2.2.4 Chrysler MS9769
 - 2.2.5 Ford ESE-M97B44-A
 - 2.2.6 Ford WSS-M97B44-D
 - 2.2.7 Ford WSS-M97B51-A1
 - 2.2.8 FVV HEFT R443 (Germany)
 - 2.2.9 GM 1825M
 - 2.2.10 GM 6277M (DEX-COOL)
 - 2.2.11 JASO M325 (Japan)
 - 2.2.12 JIS K 2234 (Japan)
 - 2.2.13 SAE J1034
 - 2.2.14 Mercedes Benz DBL 7700
- 2.3 Freeze/Boil protection (15 lb pressure cap)
 - 2.3.1 40% of cooling system capacity
 - 2.3.1.1 Freezing to -10⁰ F.
 - 2.3.1.2 Boiling to 259⁰ F.
 - 2.3.2 50% of cooling system capacity
 - 2.3.2.1 Freezing to -34⁰ F.

- 2.3.2.2 Boiling to 265⁰ F.
- 2.3.3 60% of cooling system capacity
 - 2.3.3.1 Freezing to -62⁰ F.
 - 2.3.3.2 Boiling to 270⁰ F.

3. EXTENDED SERVICE HEAVY DUTY ENGINE COOLANT/ANTIFREEZE

- 3.1 Chemical Properties (typical values)
 - 3.1.1 Specific Gravity 60/60⁰ 1.126
 - 3.1.2 * Foam Test 50 ml./3 sec.
 - 3.1.3 PH, 50% Volume Solution 7.9
 - 3.1.4 Flash Point, COC 250⁰ F.
 - 3.1.5 Total Water, Wt. % 5%
 - 3.1.6 Chloride, PPM 20
 - 3.1.7 Reserve Alkalinity 7
 - 3.1.8 Ash Wt. % 2
 - 3.1.9 Affect On Automotive Finish None
 - 3.1.10 Colored Yes
- * *With 15 lb pressure cap*
- 3.2 Meets or exceeds performance requirements and specifications of the following and be Organic Acid technology:
 - 3.2.1 Caterpillar EC-1
 - 3.2.2 Cummins 14603
 - 3.2.3 Detroit Diesel 93K217
 - 3.2.4 MAN 324 typ SNF
 - 3.2.5 MTU 5048
 - 3.2.6 Navistar B-1
 - 3.2.7 Behr Radiator
 - 3.2.8 Mercedes DBL 7700
 - 3.2.9 TMC RP-329
 - 3.2.10 ASTM D-3306
 - 3.2.11 ASTM D-6210
 - 3.2.12 John Deere H24A1/C1
 - 3.2.13 Mack Truck SB232-014
- 3.3 Freeze/Boil Oil Protection (15 lb pressure cap)
 - 3.3.1 40% of cooling system capacity
 - 3.3.1.1 Freezing to -10⁰ F.
 - 3.3.1.2 Boiling to 259⁰ F.
 - 3.3.2 50% of cooling system capacity
 - 3.3.2.1 Freezing to -34⁰ F.
 - 3.3.2.1 Boiling to 265⁰ F.
 - 3.3.3 60% of cooling system capacity
 - 3.3.3.1 Freezing to -62⁰ F.
 - 3.3.3.2 Boiling to 270⁰ F.

4. PACKAGING

- 4.1 The antifreeze shall be packaged in both:
 - 4.1.1 One gallon containers, plastic or metal, and
 - 4.1.2 55 Gallon drums
- 4.2 All antifreeze containers shall be plainly marked as to brand and contents.
- 4.3 Each container shall have a protection chart provided on it
 - 4.3.1 The charts shall be of the same standards as those provided on containers for sale to the general public
- 4.4 Coolant concentrate shall not affect or be affected by it's container
- 4.5 Coolant shall have a minimum shelf life of one (1) year when stored in a temperature range of 0 degrees F to 120 degrees F.
- 4.6 All containers shall be factory sealed to protect against contamination and tampering.

5. **DELIVERY**

- 5.1 Shipments will be received Monday thru Friday (except holidays) between the hours of 8:00 a.m. and 3:30 p.m.
- 5.2 Deliveries will be required on an on-call basis to the following Departments and locations:
 - 5.2.1 City of Lincoln Fleet Services, 901 North 6th Street, Lincoln NE 68508
 - 5.2.2 City of Lincoln Police Garage, 635 J Street Lincoln NE 68508
 - 5.2.3 City of Lincoln Bluff Road Landfill, 6001 Bluff Road, Lincoln NE 68517
 - 5.2.4 City of Lincoln 48th Street Transfer Station, 5101 N 48th Street, Lincoln NE 68504
 - 5.2.5 Lancaster County Shop, 444 Cherry Creek Road Building C Lincoln NE 68528
 - 5.2.6 All other City/County Departments as needed.

6. **CERTIFICATION AND WARRANTY**

- 6.1 The contractor shall provide to the Purchasing Agent a certified letter from the manufacturer stating the authenticity of the product being supplied and the manufacturer's statement of standard warranty.
 - 6.1.1 This should be supplied on letterhead paper of the manufacturer and shall be signed by an officer of the manufacturer.
- 6.2 Each bidder will provide with their bid a qualifications listing indicating the exact chemical properties and performance properties on any and all coolant/antifreeze products being bid.

7. **TERM**

- 7.1 Contract term is for four (4) years.

**Addendum #1
for
Annual Requirements of Coolant/Antifreeze
Bid No. 11-017**

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:

Corrected the bid close time to 10:00 am instead of 10:00 pm.

All other terms and conditions shall remain unchanged.

Dated this 5th day of January, 2011.

Sharon R. Mulder
Assistant Purchasing Agent

Addendum #2
for
Annual Requirements of Coolant/Antifreeze
Bid No. 11-017

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:

Added an additional four (4) lines items to break it down for one line item to be for a 55 gallon drum and the other line item for a case, which consists of six (6) one gallon containers.

All other terms and conditions shall remain unchanged.

Dated this 11th day of January, 2011.

Sharon R. Mulder
Assistant Purchasing Agent