

84581

C-11-0096  
RECEIVED

OCT 26 2011

LANCASTER COUNTY  
CLERK

Amendment to Agreement for  
Annual Requirements for  
Coolant/Antifreeze, Bid No. 11-017  
City of Lincoln & Lancaster County

This Amendment is hereby entered into on this 22 day of Nov, 2011, by and between Sapp Bros Petroleum, Inc., 5901 Cornhusker Hwy, Lincoln, NE 68507 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Agreement C-11-0096, dated March 8, 2011, and Resolution A-86296, dated April 11, 2011, (the "Agreement"), for Annual Requirements for Coolant/Antifreeze, Bid No. 11-017, which is made a part of this amendment by this reference.

WHEREAS, the parties wish to Amend the Agreement to accept the price changes as listed on Attachment A; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-11-0096 and City Resolution A-86296, and stated herein the parties agree as follows:

- 1) The parties agree to accept the price changes of the items listed on Attachment A which is attached hereto and made a part hereof by this reference.
- 2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

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

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

Lancaster County Board of Commissioners Signatures

Executed this 1 day of November, 2011

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Deputy County Attorney  
Lancaster County Attorney

City of Lincoln

Executed this 22<sup>nd</sup> day of Nov, 2011

[Signature]  
 Mayor  
 Approved by Executive Order No. 84581

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

Dated \_\_\_\_\_

Company Name: (PLEASE PRINT)	Sapp Bros Petroleum, Inc.
By: (PLEASE PRINT)	CHARLES E. Swerczek
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	General Manager
Company Address: (PLEASE PRINT)	5901 Cornhusker Hwy 68507
Company Phone & Fax: (PLEASE PRINT)	(402) 466-5522 (402) 466-5529
E-Mail Address: (PLEASE PRINT)	C.Swerczek@sappbros.net

84581

Attachment A

**Sapp Bros. Inc. – Lincoln Division**

<b>Lincoln, NE</b>	<b>Filley, NE</b>	<b>Crete, NE</b>	<b>Falls City, NE</b>	<b>Blue Springs, NE</b>	<b>HUMBOLDT, NE</b>
5901 Cornhusker Hwy	115 Livingston St.	1305 Linden Ave	1521 Harlan St.	Call Filley, NE	1142 Grand Ave
(402) 466-5522	(402) 662-4435	(402) 826-2244	(402) 829-3439	(402) 662-4435	Call Filley or
(888) 727-7788	(800) 829-3439	(800) 307-7244		(800) 829-3439	Call Falls City

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October 17, 2011

Sharon Mulder  
City County Purchasing  
Lincoln, NE

Dear Sharon,

This letter is to notify you there is a November 1, 2011 price increase on antifreeze products.

Antifreeze had a price increase August 22, 2011, and is now taking another increase effect November 1, 2011.

I have enclosed a copy of the letter to us regarding the price increase. Let me know if there is more information I can provide to help.

Thank you

Gary L. Pence  
Senior Lubrication Specialist  
5901 Cornhusker Hwy  
Lincoln, NE 68507  
402-580-4236

CITY OF LINCOLN/LANCASTER COUNTY BID  
EFFECTIVE 11-01-2011

84581

	BULK	55 GAL DRUM	6/1 CASE
ANTIFREEZE - <i>only</i>			
FINAL CHARGE [CONCENTRATE]		15.46	16.74 per gal
FINAL CHARGE [50 / 50]		9.06	9.52 per gal
PEAK GLOBAL [CONCENTRATE]		12.01	11.25 per gal
PEAK GLOBAL [50 / 50]		7.18	7.41 per gal

\* } }

PRICES IN BULK AND 55 GAL DRUMS ARE PER GALLON.

**Gary Pence**

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**From:** Ken Broz [kbroz@sappbros.net]  
**Sent:** Monday, October 17, 2011 10:26 AM  
**To:** 'Andy Richard'; 'Bill Young'; 'Brian Swearingen (Brian Swearingen)'; 'Chad Lemburg'; 'Chuck Swerczek'; 'Dave Blackburn'; 'Dave Hoffman'; 'Dave Schwasinger (Dave Schwasinger)'; 'Gary Goergen'; 'Gary Pence (Gary Pence)'; 'George Schirmer'; 'Greg Epp'; 'Jeff Johnson'; 'Jerry Kallhoff'; 'Jim Hunt'; 'Joshua Broz'; 'Keith McTavish'; 'michaelmarlow@sappbrospetro.com'; 'Mike Porter'; 'Ron Kritenbrink (Ron Kritenbrink)'; 'Scott Rutten'; 'STEVE LOEFFLER'; 'TERRY OLTMAN'; 'Terry Smith'; 'Tim Kaup'; 'Todd Bell (Todd Bell)'  
**Cc:** Gary Goergen; Dave Hoffman  
**Subject:** FW: Antifreeze Price Increase Letter -- Effective 11/1/11

FYI....

-----Original Message-----

**From:** cbarber@oldworldind.com [mailto:cbarber@oldworldind.com]  
**Sent:** Monday, October 17, 2011 10:15 AM  
**To:** kenbroz@sappbrospetro.com  
**Subject:** Antifreeze Price Increase Letter -- Effective 11/1/11

Dear Mr. Ken Broz,

Even though overall world economic growth has slowed, the polyester industry is so large that new glycol production is still required every year to keep up with demand. Because of the 2008 recession, new glycol plants were not planned; and now there are no new plants coming on stream for several years. This lack of new supply, coupled with even very modest demand growth, continues to tighten the E.G. market with the concurrent rise in E.G. prices.

As a result of these increased glycol costs, Old World Industries is announcing a price increase of \$0.70 per gallon (\$0.40 per gallon for 50/50 prediluted coolant) on all orders shipped on or after November 1, 2011 on all brands of ethylene glycol based antifreeze and coolant. At this time we do not anticipate product availability issues, but Old World reserves the right to limit orders based on product availability. We will continue to require a lead-time of ten (10) business days from the order date to the required delivery date or customer pickup date for all orders.

If you have any questions or need further information about current market conditions, please do not hesitate to call your Old World salesperson. We appreciate your continued support and understanding.

Kal Mahmood  
Senior Vice President, Commercial & OEM Sales

Confidentiality Statement: This e-mail contains information intended only for the use of the recipient. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, any dissemination, publication or copying of this e-mail without express approval in writing or by e-mail of the author is prohibited. The sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using the data contained in, or transmitted with, this e-mail. If you have received this in error advise us by return e-mail.

Line Items

#	Qty	UOM	Description	Response
1	1	DRUM	Pre-diluted Extended Service Heavy Duty Engine Coolant/Anti-Freeze in 55 gal. drum. 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 product bid per gal price	<del>\$8.25</del> 9.06
2	1	CASE	Pre-diluted Extended Service Heavy Duty Engine Coolant/Anti-Freeze in case quantities with six (6) one gallon containers per case. 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 product bid per gal price	<del>\$8.71</del> 9.52
3	1	DRUM	Extended Service Heavy Duty Engine Coolant/Anti-Freeze in a 55 gallon drum. 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 product bid per gal price	<del>\$13.76</del> 15.46
4	1	CASE	Extended Service Heavy Duty Engine Coolant/Anti-Freeze in case quantities with six (6) one gallon containers per case. 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 product bid per gal price	<del>\$15.04</del> 16.74
5	1	CASE	Extended Service Automotive Engine Coolant/AntiFreeze in case quantities with six (6) one gallon containers per case. 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 product bid per gal price	<del>\$10.54</del> 11.25

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6 1 DRUM Extended Service Automotive Engine Coolant/AntiFreeze in a 55 gallon drum. ~~\$10.31~~  
12.01

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 product bid per gal price

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7 1 CASE Pre-diluted Extended Service Heavy Duty Engine Coolant/AntiFreeze in case quantities with six (6) one gallon containers per case. ~~\$6.80~~  
7.41

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 product bid per gal price

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8 1 DRUM Pre-diluted Extended Service Heavy Duty Engine Coolant/AntiFreeze in 55 gallon drum. ~~\$6.86~~  
7.18

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 product bid per gal price

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Response Total: \$79.57

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✓ 11R-82  
A-86296 C-11-0096

RECEIVED

FEB 28 2011

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN/LANCASTER COUNTY  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR**

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

**Sapp Bros Petroleum, Inc.  
5901 Cornhusker Hwy  
Lincoln, NE 68507  
402-466-5522**

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

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between **Sapp Bros Petroleum, Inc., 5901 Cornhusker Hwy, Lincoln, NE 68507**, 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 Items 1, and 3 - 8 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 Item 2 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 Items 1, and 3 - 8 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:

Jan E. Rose  
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Bunn  
Mayor

Approved by Resolution No. A-86296

dated 4-11-2011

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

for Brittany Lehrens  
Lancaster County Attorney

The Board of County Commissioners of  
Lancaster, Nebraska

Jan Raymond  
Bob Sawyer  
Bob Sawyer  
Blaine Hill  
Hudkins Absent

dated 3/8/11

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

*[Signature]* (SEAL)  
Secretary

Stapp Bros Inc  
Name of Corporation

5901 Cornhusker Hwy Lincoln, NE  
(Address) 68505

By: *[Signature]*  
Duly Authorized Official

General 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
Phone	(402) 441-7410	Contact	Sharon Mulder, Asst. Purchasing Agent	Department Building
Fax	(402) 441-6513			Floor/Room
Bid Number	11-017 Addendum 2	Department Building		Telephone
Title	Annual Requirements for Anti-Freeze/Coolants			Fax
Bid Type	Bid	Floor/Room		Email
Issue Date	12/30/2010	Telephone	(402) 441-7428	
Close Date	1/13/2011 10:00:00 AM CST	Fax	(402) 441-6513	
Need by Date		Email	smulder@lincoln.ne.gov	

## Supplier Information

Company Sapp Bros Petroluem,Inc  
 Address 5901 Cornhusker Hwy  
 Lincoln, NE 68507  
 Contact Chuck Swerczek  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 466-5522  
 Fax 1 (402) 466-5529  
 Email  
 Submitted 1/12/2011 11:50:02 AM CST  
 Total \$79.57

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:	Chuck Swerczek
6	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	1 day
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-30 days
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

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## Line Items

#	Qty	UOM	Description	Response
1	1	DRUM	Pre-diluted Extended Service Heavy Duty Engine Coolant/Anti-Freeze in 55 gal. drum.	\$8.25
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 product bid per gal price				
2	1	CASE	Pre-diluted Extended Service Heavy Duty Engine Coolant/Anti-Freeze in case quantities with six (6) one gallon containers per case.	\$8.71
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 product bid per gal price				
3	1	DRUM	Extended Service Heavy Duty Engine Coolant/Anti-Freeze in a 55 gallon drum.	\$13.76
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 product bid per gal price				
4	1	CASE	Extended Service Heavy Duty Engine Coolant/Anti-Freeze in case quantities with six (6) one gallon containers per case.	\$15.04
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 product bid per gal price				
5	1	CASE	Extended Service Automotive Engine Coolant/AntiFreeze in case quantities with six (6) one gallon containers per case.	\$10.54
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 product bid per gal price				

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6	1	DRUM	Extended Service Automotive Engine Coolant/AntiFreeze in a 55 gallon drum.	\$10.31
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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 product bid per gal price

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7	1	CASE	Pre-diluted Extended Service Heavy Duty Engine Coolant/AntiFreeze in case quantities with six (6) one gallon containers per case.	\$6.60
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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 product bid per gal price

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8	1	DRUM	Pre-diluted Extended Service Heavy Duty Engine Coolant/AntiFreeze in 55 gallon drum.	\$6.36
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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 product bid per gal price

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Response Total:	\$79.57
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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](mailto: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 250<sup>0</sup> 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 -10<sup>0</sup> F.
    - 2.3.1.2 Boiling to 259<sup>0</sup> F.
  - 2.3.2 50% of cooling system capacity
    - 2.3.2.1 Freezing to -34<sup>0</sup> F.

- 2.3.2.2 Boiling to 265<sup>0</sup> F.
- 2.3.3 60% of cooling system capacity
  - 2.3.3.1 Freezing to -62<sup>0</sup> F.
  - 2.3.3.2 Boiling to 270<sup>0</sup> F.

**3. EXTENDED SERVICE HEAVY DUTY ENGINE COOLANT/ANTIFREEZE**

- 3.1 Chemical Properties (typical values)
  - 3.1.1 Specific Gravity 60/60<sup>0</sup> 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 250<sup>0</sup> 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 -10<sup>0</sup> F.
    - 3.3.1.2 Boiling to 259<sup>0</sup> F.
  - 3.3.2 50% of cooling system capacity
    - 3.3.2.1 Freezing to -34<sup>0</sup> F.
    - 3.3.2.1 Boiling to 265<sup>0</sup> F.
  - 3.3.3 60% of cooling system capacity
    - 3.3.3.1 Freezing to -62<sup>0</sup> F.
    - 3.3.3.2 Boiling to 270<sup>0</sup> 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 6<sup>th</sup> 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 48<sup>th</sup> Street Transfer Station, 5101 N 48<sup>th</sup> 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 5<sup>th</sup> 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 11<sup>th</sup> day of January, 2011.

Sharon R. Mulder  
Assistant Purchasing Agent