

CO 12486

C-15-0031

AMENDMENT TO CONTRACT  
CITY OF LINCOLN/LANCASTER COUNTY  
ANNUAL REQUIREMENTS FOR PREVENTATIVE MAINTENANCE SERVICES  
FOR AUTO AND LIGHT TRUCKS  
BID NO. 12-301  
SECOND RENEWAL

RECEIVED

JAN 08 2015

LANCASTER COUNTY  
CLERK

This Amendment is hereby entered into by and between Metzger's Auto Service & Lincoln Lube, 3730 Cornhusker Hwy., Lincoln, NE 68504 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-13-0040, dated January 22, 2013, and E.O. 08725, dated February 7, 2013, (the "Contract"), for the Annual Requirements for Preventative Maintenance Services for Auto and Light Trucks, Bid No. 12-301, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is February 7, 2013 through February 6, 2014, with the option to renew for three (3) additional one (1) year terms; and

WHEREAS, the Contract was amended by the City D.O. 10588 on January 27, 2014, and by the County Contract C-14-0060, executed by the County Board on February 4, 2014, to renew the Contract for an additional one (1) year term from February 7, 2014 through February 6, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term February 7, 2015 through February 6, 2016; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$3,000.00 without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$2,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0040 and City E.O. 08725, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning February 7, 2015 through February 6, 2016; and
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$3,000.00 without prior approval of the Lancaster County Board of Commissioners.
- 3) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$2,000.00 without prior approval by the City of Lincoln.
- 4) 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.

The Board of County Commissioners of  
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 13 day of Jan, 2015

Executed this 6th day of Feb., 2015

Todd Witten  
[Signature]  
[Signature]  
Bill Aring  
Hudkins Absent

[Signature]  
Police Chief  
[Signature]  
Lancaster County Attorney

Supplier, please fill out the following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Metzger's Auto Service - Lincoln Lease
By: (Please Print)	[Signature]
By: (Please Sign)	[Signature]
Title: (Please Print)	Owner
Company Address: (Please Print)	3730 CORNHUSKER HWY, Lincoln NE 68504
Company Phone & Fax: (Please Print)	P: 4024671233 F 4024671358
E-Mail Address: (Please Print)	metzger383@aol.com
Date: (Please Print)	12/27/14
Contact Person for: "Orders or Service" (Please Print)	Kim
Phone Number:	4024671233

RECEIVED  
C-12-00060  
JAN 29 2014

AMENDMENT TO AGREEMENT  
CITY OF LINCOLN/LANCASTER COUNTY  
ANNUAL REQUIREMENTS FOR PREVENTATIVE MAINTENANCE SERVICES FOR AUTO AND  
LIGHT TRUCKS  
BID NO. 12-301  
FIRST RENEWAL

LANCASTER COUNTY  
CLERK

This Amendment is hereby entered into on this 27<sup>th</sup> day of January, 2013, by and between Metzger's Auto Service & Lincoln Lube, 3730 Cornhusker Hwy., Lincoln, NE 68504 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-13-0040, dated January 22, 2013, and E.O. 08725, dated February 7, 2013, (the "Contract"), for The Annual Requirements for Preventative Maintenance Services for Auto and Light Trucks, Bid No. 12-301, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is February 7, 2013 through February 6, 2014, with the option to renew for **three (3) additional one (1) year terms**; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning February 7, 2014 through February 6, 2015; and

WHEREAS, the estimated expenditures for *Lancaster County Departments* for the term of this renewal shall not exceed \$5,000.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for *City Departments* for the term of this renewal shall not exceed \$7,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0040 and E.O. 08725, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning February 7, 2014 through February 6, 2015.
2. The estimated expenditures for *Lancaster County Departments* for the term of this renewal shall not exceed \$5,000.00 per year without approval by the Lancaster County Board.
3. The estimated expenditures for *City Departments* for the term of this renewal shall not exceed \$7,000.00 without prior approval by the City of Lincoln.
4. 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.

The Board of County Commissioners of  
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 4 day of February, 2013

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

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

[Signature]  
 Police Chief

[Signature]  
 Lancaster County Attorney

Supplier, please fill in the following information and mail back to our office; a faxed copy is not acceptable.

Company Name:	<u>Lincoln Labe</u>
By: (Name & Title)	(Please Print) <u>Kim A Metzger Pres</u>
By: (Name & Title)	(Please Sign) <u>[Signature]</u>
Company Address:	<u>3770 (ORANGEWOOD HWY) LINCOLN NE 68504</u>
Company Phone & Fax:	<u>(402) 467-1233 / 402 467 1358</u>
Date:	Dated this <u>Jan</u> day of <u>6</u> , 201 <u>3</u>

08725

C-13-0040

RECEIVED

JAN 16 2013

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN/LANCASTER COUNTY  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
PREVENTATIVE MAINTENANCE SERVICES FOR AUTO AND LIGHT  
TRUCKS  
BID NO. 12-301**

**Ms. Kim Metzger  
Metzger's Auto Service & Lincoln Lube  
3730 Cornhusker Hwy.  
Lincoln, NE 68504  
402.467-1233**

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

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between **Metzger's Auto Service & Lincoln Lube, 3730 Cornhusker Hwy., Lincoln, NE 68504**, 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 Preventative Maintenance Services for Auto and Light Trucks, Bid No. 12-301** 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, 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 full 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, 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 **one (1) year term** with the option to renew for three (3) additional one (1) year terms.

9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Supplier Response
  3. Bid Specification
  4. Notice to Bidders
  5. Instruction to Bidders
  6. Insurance Requirements
  7. Addendum #1

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:

City Clerk

*Jan E. H.*



CITY OF LINCOLN, NEBRASKA

Police Chief

*Jim Puchner*

Approved by Directorial Order

08725

dated

2 / 7 / 2013

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

Lancaster County Attorney

*William Bohren*

The Board of County Commissioners of Lancaster, Nebraska

*Bob Schorn*  
*Raymond P. ...*  
*Harry Hudson*  
*Don ...*  
Raybould/Absent

dated

1/22/13

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary \_\_\_\_\_ (SEAL)

*Metzger's Auto Service, Inc.* <sup>DLA</sup> Metzger's Auto  
Name of Corporation  
330 3730 CORNWISSE RD  
(Address) *Lincoln Neb*

By: \_\_\_\_\_  
Duly Authorized Official

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 Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7410			
Fax	(402) 441-6513			
Bid Number	12-301 Addendum 1	Department	Purchasing	Department
Title	Annual Requirements for Preventative Maintenance Services for Auto and Light Trucks	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	11/28/2012	Telephone	(402) 441-7428	Telephone
Close Date	12/18/2012 12:00:00 PM CST	Fax	(402) 441-6513	Fax
Need by Date		Email	smulder@lincoln.ne.gov	Email

## Supplier Information

Company Metzger's Auto Service & Lincoln Lube  
 Address 3730 Cornhusker Hwy  
 Lincoln, NE 68504

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 467-1233  
 Fax 1 (402) 467-1358  
 Email  
 Submitted 12/12/2012 9:42:55 AM CST  
 Total \$316.80

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

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.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	Kim Metzger
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. .  (a) Are your bid prices firm for the first one (1) year contract period. YES or NO  (b) Are your bid prices subject to escalation/de-escalation YES or NO  (c) If (b), state period for which prices will remain firm: through _____	Kim Metzger
9	References	In the event I have NOT performed any Preventative Maintenance Services for Auto and Light Trucks under the current company name for the City of Lincoln in the past three (3) years; I have included 3 references to the Supplier Response Attachment Section from companies or entities where I have performed similar work to that being bid within the last 12 months. Reference information shall include: Company Name, Address, Contact Name, Phone and Work Performed.	Kim Metzger
10	Electronic Signature	Please check here for your electronic signature.	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.	

## Line Items

#	Qty	UOM	Description	Response
1	1	EA	Oil Change and Preventative Maintenance as per specification for Sub-Compact Automobiles, priced per vehicle.	\$28.98

Item Notes:

Supplier Notes: Oil change includes up to 5 quarts of 5w20, 5w30 or 10w30 conventional motor oil. Additional cost of oil is \$5.00 per quart. Diesel oil changes included up to 5 quarts 15w40 conventional motor oil. Additional Diesel oil is \$5.00 per quart. Synthetic oil changes are \$55.98 with up to 5 quarts of synthetic motor oil(includes dexos motor oil). Additional synthetic motor oil is \$8.00 per quart. All Oil changes include checking and topping of all underhood and driveline fluids at no cost except coolant which is an additional \$4.50 per quart. Lubricating the chassis when applicable. All oil changes include vacuuming interior floors, filling tires to proper pressure and cleaning exterior windows.

2	1	EA	Oil Change and Preventative Maintenance as per specification for Intermediate sized Automobiles, priced per vehicle.	\$28.98
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Item Notes:

Supplier Notes: Oil change includes up to 5 quarts of 5w20, 5w30 or 10w30 conventional motor oil. Additional cost of oil is \$5.00 per quart. Diesel oil changes included up to 5 quarts 15w40 conventional motor oil. Additional Diesel oil is \$5.00 per quart. Synthetic oil changes are \$55.98 with up to 5 quarts of synthetic motor oil(includes dexos motor oil). Additional synthetic motor oil is \$8.00 per quart. All Oil changes include checking and topping of all underhood and driveline fluids at no cost except coolant which is an additional \$4.50 per quart. Lubricating the chassis when applicable. All oil changes include vacuuming interior floors, filling tires to proper pressure and cleaning exterior windows.

3	1	EA	Oil Change and Preventative Maintenance as per specification for 2WD Compact Trucks, priced per vehicle.	\$28.98
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Item Notes:

Supplier Notes: Oil change includes up to 5 quarts of 5w20, 5w30 or 10w30 conventional motor oil. Additional cost of oil is \$5.00 per quart. Diesel oil changes included up to 5 quarts 15w40 conventional motor oil. Additional Diesel oil is \$5.00 per quart. Synthetic oil changes are \$55.98 with up to 5 quarts of synthetic motor oil(includes dexos motor oil). Additional synthetic motor oil is \$8.00 per quart. All Oil changes include checking and topping of all underhood and driveline fluids at no cost except coolant which is an additional \$4.50 per quart. Lubricating the chassis when applicable. All oil changes include vacuuming interior floors, filling tires to proper pressure and cleaning exterior windows.

4	1	EA	Oil Change and Preventative Maintenance as per specification for 4WD Compact Trucks, priced per vehicle.	\$28.98
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Item Notes:

Supplier Notes: Oil change includes up to 5 quarts of 5w20, 5w30 or 10w30 conventional motor oil. Additional cost of oil is \$5.00 per quart. Diesel oil changes included up to 5 quarts 15w40 conventional motor oil. Additional Diesel oil is \$5.00 per quart. Synthetic oil changes are \$55.98 with up to 5 quarts of synthetic motor oil(includes dexos motor oil). Additional synthetic motor oil is \$8.00 per quart. All Oil changes include checking and topping of all underhood and driveline fluids at no cost except coolant which is an additional \$4.50 per quart. Lubricating the chassis when applicable. All oil changes include vacuuming interior floors, filling tires to proper pressure and cleaning exterior windows.

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5	1	EA	Oil Change and Preventative Maintenance as per specification for 2WD Standard Trucks, priced per vehicle.	\$28.98
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Item Notes:

Supplier Notes: Oil change includes up to 5 quarts of 5w20, 5w30 or 10w30 conventional motor oil. Additional cost of oil is \$5.00 per quart. Diesel oil changes included up to 5 quarts 15w40 conventional motor oil. Additional Diesel oil is \$5.00 per quart. Synthetic oil changes are \$55.98 with up to 5 quarts of synthetic motor oil(includes dexos motor oil). Additional synthetic motor oil is \$8.00 per quart. All Oil changes include checking and topping of all underhood and driveline fluids at no cost except coolant which is an additional \$4.50 per quart.Lubricating the chassis when applicable. All oil changes include vacuuming interior floors, filling tires to proper pressure and cleaning exterior windows.

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6	1	EA	Oil Change and Preventative Maintenance as per specification for 4WD Standard Trucks, priced per vehicle.	\$28.98
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Item Notes:

Supplier Notes: Oil change includes up to 5 quarts of 5w20, 5w30 or 10w30 conventional motor oil. Additional cost of oil is \$5.00 per quart. Diesel oil changes included up to 5 quarts 15w40 conventional motor oil. Additional Diesel oil is \$5.00 per quart. Synthetic oil changes are \$55.98 with up to 5 quarts of synthetic motor oil(includes dexos motor oil). Additional synthetic motor oil is \$8.00 per quart. All Oil changes include checking and topping of all underhood and driveline fluids at no cost except coolant which is an additional \$4.50 per quart.Lubricating the chassis when applicable. All oil changes include vacuuming interior floors, filling tires to proper pressure and cleaning exterior windows.

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7	1	EA	Oil Change and Preventative Maintenance as per specification for Standard Vans, priced per vehicle.	\$28.98
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Item Notes:

Supplier Notes: Oil change includes up to 5 quarts of 5w20, 5w30 or 10w30 conventional motor oil. Additional cost of oil is \$5.00 per quart. Diesel oil changes included up to 5 quarts 15w40 conventional motor oil. Additional Diesel oil is \$5.00 per quart. Synthetic oil changes are \$55.98 with up to 5 quarts of synthetic motor oil(includes dexos motor oil). Additional synthetic motor oil is \$8.00 per quart. All Oil changes include checking and topping of all underhood and driveline fluids at no cost except coolant which is an additional \$4.50 per quart.Lubricating the chassis when applicable. All oil changes include vacuuming interior floors, filling tires to proper pressure and cleaning exterior windows.

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8	1	EA	Oil Change and Preventative Maintenance as per specification for Mini-Vans, priced per vehicle.	\$28.98
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Item Notes:

Supplier Notes: Oil change includes up to 5 quarts of 5w20, 5w30 or 10w30 conventional motor oil. Additional cost of oil is \$5.00 per quart. Diesel oil changes included up to 5 quarts 15w40 conventional motor oil. Additional Diesel oil is \$5.00 per quart. Synthetic oil changes are \$55.98 with up to 5 quarts of synthetic motor oil(includes dexos motor oil). Additional synthetic motor oil is \$8.00 per quart. All Oil changes include checking and topping of all underhood and driveline fluids at no cost except coolant which is an additional \$4.50 per quart.Lubricating the chassis when applicable. All oil changes include vacuuming interior floors, filling tires to proper pressure and cleaning exterior windows.

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9	1	EA	Oil Change and Preventative Maintenance as per specification for Sport Utility Vehicles, priced per vehicle.	\$28.98
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Item Notes:

Supplier Notes: Oil change includes up to 5 quarts of 5w20, 5w30 or 10w30 conventional motor oil. Additional cost of oil is \$5.00 per quart. Diesel oil changes included up to 5 quarts 15w40 conventional motor oil. Additional Diesel oil is \$5.00 per quart. Synthetic oil changes are \$55.98 with up to 5 quarts of synthetic motor oil(includes dexos motor oil). Additional synthetic motor oil is \$8.00 per quart. All Oil changes include checking and topping of all underhood and driveline fluids at no cost except coolant which is an additional \$4.50 per quart. Lubricating the chassis when applicable. All oil changes include vacuuming interior floors, filling tires to proper pressure and cleaning exterior windows.

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10	1	EA	Oil Change and Preventative Maintenance as per specification for General Motor vehicles, priced per vehicle.	\$55.98
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Item Notes: <br>For vehicles requiring the special synthetic oil.<br>County Sheriff new Caprice's

Supplier Notes: Oil change includes up to 5 quarts of 5w20, 5w30 or 10w30 conventional motor oil. Additional cost of oil is \$5.00 per quart. Diesel oil changes included up to 5 quarts 15w40 conventional motor oil. Additional Diesel oil is \$5.00 per quart. Synthetic oil changes are \$55.98 with up to 5 quarts of synthetic motor oil(includes dexos motor oil). Additional synthetic motor oil is \$8.00 per quart. All Oil changes include checking and topping of all underhood and driveline fluids at no cost except coolant which is an additional \$4.50 per quart. Lubricating the chassis when applicable. All oil changes include vacuuming interior floors, filling tires to proper pressure and cleaning exterior windows.

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Response Total:				\$316.80
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## PREVENTATIVE MAINTENANCE SERVICES FOR AUTOMOBILES AND LIGHT TRUCKS

### SCOPE OF AGREEMENT

- 1.1 It is the intent of this specification to describe the terms and conditions of a preventative maintenance (PM) service program for certain light duty City/County owned vehicles.
- 1.2 The vehicles to be serviced currently consist of approximately 295 units, as follows:
  - 1.2.1 145 vehicles: subcompact and intermediate automobiles, and compact trucks.
  - 1.2.2 150 vehicles: standard size pickup trucks, vans and SUVs, under 11,000 GVW.
- 1.3 The term of the agreement shall be for one (1) year, beginning January 1.2013. with options to renew for three (3) additional one (1) year terms.
  - 1.3.1 The City/County may cancel the agreement effective August 31 of any fiscal year for lack of appropriated funds.
  - 1.3.2 Either party may cancel the agreement at any time during the term thereof upon thirty (30) days written notice.
- 1.4 Bidder shall submit bid documents and all supporting material via e-bid.
  - 1.4.1 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)) or fax: (402) 441-6513.
    - 1.4.1.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
    - 1.4.1.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
    - 1.4.1.3 No direct contact is allowed between Vendor and other City/County staff throughout the bid process.
      - 1.4.1.3.1 Failure to comply with directive may result in Vendor bid being rejected.

### SCOPE OF WORK

- 2.1 The preventative maintenance levels of service and frequencies are as follows:
  - 2.1.1 Frequency of service:
    - 2.1.1.1 Approximately every 6 mo.: Automobiles/compact trucks.
    - 2.1.1.2 Approximately every 6 mo.: Std. trucks, vans, suburban.
  - 2.1.2 Service Requirements:
    - 2.1.2.1 Replace engine oil and filter using correct weight and API service rating
    - 2.1.2.2 Lubricate chassis and universal joints, and UCV joints if applicable.
      - 2.1.2.2.1 Clean grease zerk fittings before adding lubricant.
    - 2.1.2.3 Check and fill fluids to proper levels: using correct fluids for individualized applications.
      - 2.1.2.3.1 Transmission
      - 2.1.2.3.2 Differentials
      - 2.1.2.3.3 Power Steering and radiator overflow tank.
      - 2.1.2.3.4 Clutch and Brake master cylinder reservoir.
      - 2.1.2.3.5 Windshield washer
      - 2.1.2.3.6 Battery
      - 2.1.2.3.7 4-Wheel drive transfer case
    - 2.1.2.4 Inspect for wear, proper operation, leaks, and note defects on service report and report defects to vehicle driver:
      - 2.1.2.4.1 Engine, air filter, drive belts
      - 2.1.2.4.2 Undercarriage

- 2.1.2.4.3 Exhaust system
- 2.1.2.4.4 Lights and turn signals
- 2.1.2.5 Inflate tires to recommended pressure
- 2.2 All materials used by the contractor shall be of a quality currently used commercially conforming to current engineering and manufacturing practices; and shall be free of defects which will adversely affect the function or appearance of the finished article.
  - 2.2.1 Lubrication products shall be of the weight, viscosity and type recommended by the vehicle manufacturer, and shall conform to SAE and API service rating specifications as applies to each vehicle category.
    - 2.2.1.1 Bids will be accepted for the use of the following brand names only: Amoco, Valvoline, Havoline, Exxon, Chevron, Conoco, Mobil, Pennzoil, Phillips 66, Quaker State, Shell, Sun, Texaco and Gulf.
    - 2.2.1.2 No blended mixtures, re-brands, recycled, or re-packaged original brand name products will be accepted; and bids offering a private label brand shall not be considered.
    - 2.2.1.3 Provisions for GMC vehicles may apply due to General Motors requiring a special oil in a lot of the vehicles.
      - 2.2.1.3.1 GMC requires a synthetic oil called Dexos
  - 2.2.2 All filter elements shall be of premium quality materials and construction by a nationally recognized manufacturer; and shall be of correct size and capacity as recommended by the vehicle manufacturer.
  - 2.2.3 The same brand of materials shall be used at all locations to provide for consistent service and performance.
    - 2.2.3.1 Any substitutions of products indicated on the Proposal Form must be approved in advance by the Police Garage Manager.
- 2.3 Contractor shall be responsible for the proper disposal of used fluids, filters and other items in accordance with all current health and safety regulations.
- 2.4 The City/County reserves the right to spot check the quality of services performed and the compliance with specifications of products being used by the contractor; and may require the contractor to make necessary corrections to services and/or products at the Lincoln Police Garage, 635 J Street, Lincoln, Nebraska (for the City), and Lancaster County Shop, 444 Cherrycreek Road, Bldg. B, Lincoln, NE (for the County), during the term of the agreement.
- 2.5 Mileage reminder stickers should not be placed on vehicles.
- 2.6 Mileage reminder mailings should not be sent directly to individual City/County departments.
- 2.7 The contractor is encouraged to report any necessary repairs they discover to the vehicle driver; however, contractor should not request permission of the operator to perform services and repairs not outlined in the above service schedule.

### **INVOICES FOR THE CITY OF LINCOLN**

- 3.1 Contractor shall prepare a service report itemizing the following information:
  - 3.1.1 Date of service
  - 3.1.2 City vehicle number
  - 3.1.3 City department
  - 3.1.4 Vehicle mileage
  - 3.1.5 Service charges
  - 3.1.6 Services performed
  - 3.1.7 All defects located as a result of inspections.
  - 3.1.8 The service report shall be signed by the City vehicle driver.
- 3.2 One copy of the service report shall be given to the vehicle driver immediately upon

completion of the PM service.

3.2.1 Contractor shall mail one copy of all service reports for the preceding month to the Police Garage Manager for review and payment.

3.2.1.1 Mailing address is:  
Lincoln Police Garage 635 J Street  
Lincoln, NE 68508

3.2.1.2 **The monthly report must be received at the Police Garage before 12:00 noon of the fifth day of the following month.**

#### **INVOICES FOR LANCASTER COUNTY**

4.1 Contractor shall prepare a service report itemizing the following information:

4.1.1 Date of service

4.1.2 County vehicle number

4.1.3 County department

4.1.4 Vehicle mileage

4.1.5 Service charges

4.1.6 Services performed

4.1.7 All defects located as a result of inspections.

4.1.8 The service report shall be signed by the County vehicle driver.

4.2 One copy of the service report shall be given to the vehicle driver immediately upon completion of the PM service.

4.2.1 Contractor shall mail one copy of all service reports for the preceding month to the County Equipment Maintenance Supervisor for review and payment.

4.2.1.1 Mailing address is:  
Lancaster County Road Maintenance  
444 Cherrycreek Road, Bldg. B  
Lincoln, NE 68528

4.2.1.2 **The monthly report must be received at the County Road Maintenance Shop before 12:00 noon of the fifth day of the following month.**

#### **AWARD OF BID**

5.1 Submit your prices for the PM services on the attached proposal form.

5.2 In addition to price and other considerations pursuant to Section 2.18.030 of the Lincoln Municipal Code, the City/County will give consideration to the following factors in the award of bid:

5.2.1 The number and locations of service facilities available throughout the City of Lincoln and Lancaster County, in order to reduce employees' travel time and expense.

5.2.2 The time required to perform each PM service, to reduce the time which vehicles are out of service.

5.2.3 The quality of products to be used by the contractor for the PM services, to ensure reliable performance of the vehicles.

#### **INSURANCE**

6.1 Selected Vendor/Vendors shall be required to submit an Insurance Certificate of Accord which names the City of Lincoln as additional Insured with the following coverages before a contract will be signed:

6.1.1 General Liability \$1,000,000.00/occurrence, \$2,000,000.00 aggregate

6.1.2 Garage Keepers Liability \$ 100,000.00

**Advertise 1 time  
Monday, November 26, 2012**

**City of Lincoln/Lancaster County  
Purchasing Division  
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Monday, December 10, 2012** for providing the following:

**Annual Requirements for Preventative Maintenance Services for  
Auto and Light Trucks  
Bid No. 12-301**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: [lincoln.ne.gov](http://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 bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7428 or (402) 441-7410 or [smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)

**INSTRUCTIONS TO BIDDERS**  
**City of Lincoln, Nebraska, County of Lancaster**  
E-Bid

**1. BIDDING PROCEDURE**

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln and Lancaster County, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
  - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
  - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
  - 1.7.3 Said document is available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

**2. BID SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
  - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

**3. BIDDER'S REPRESENTATION**

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

**4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

**5. ADDENDA**

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**6. INDEPENDENT PRICE DETERMINATION**

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

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid 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.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid::
- 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

**12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
- 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

**13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. 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.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

**14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold 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 Bidder, 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 Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, 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 14.1 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 Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

- 15.1 Unless stated otherwise, the Owners will begin processing payment 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.

**16. LAWS**

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, 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.

**17. EQUIPMENT TAX ASSESSMENT**

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

**18. AFFIRMATIVE ACTION**

- 18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

**19. INSURANCE**

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County contracts (see *Insurance Requirements*).

**20. EXECUTION OF AGREEMENT**

- 20.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- a. **PURCHASE ORDER**, unless otherwise noted.
  - 1. The contract shall consist of a City of Lincoln and Lancaster County Purchase Order.
  - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- b. **CONTRACT**, unless otherwise noted.
  - 1. City and County will furnish copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed with the dated.
  - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
  - 3. The City and County will sign and date the Contract.
  - 4. Upon approval and signature, the City and County, will return one copy to the successful Bidder.

**21. TAXES AND TAX EXEMPTION CERTIFICATE**

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

**22. CITY AUDIT ADVISORY BOARD**

- 22.1 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/order, as allowed by law.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

**23. E-VERIFY**

- 23.1 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](http://www.uscis.gov/everify).

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS  
LANCASTER COUNTY, NEBRASKA; 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.

**Addendum #1  
for  
Annual Requirements for  
Preventative Maintenance Services  
for Auto and Light Trucks  
Bid 12-301**

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:

1. Question: Can you tell me what exactly we would be changing oil on under?

The County would be taking 2006 - 2011 Ford Crown Vic's, 2006-2013 Ford Explorers, 2012 Chevy Caprices (these are the Dexos oil), 2003 - 2011 Chevy Impalas, 2009 - 2011 Dodge Caravans, 1995 - 2012 Ford and Chevy 15 passenger vans.

2. Question: Are there any semi's involved?

No semi's.

3. Question: What type of buses?

No buses.

4. Extending bid opening till Tuesday, December 18 at 12:00 PM.

All other terms and conditions shall remain unchanged.

Dated this 12th day of December, 2012.

Sharon Mulder,  
Asst. Purchasing Agent

