

Tracking #15030146

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**Annual Supply of
Anti-Freeze/Coolants/Windshield Washer Fluid
Bid No. 15-065**

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

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

THIS CONTRACT, made and entered into 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:

and, **Annual Supply of Anti-Freeze/Coolants/Windshield Washer Fluid, Bid No. 15-065**

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; © 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:

The 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. The Owners shall order on an as- needed basis for the duration of the contract. The estimated cost of products or services for County agencies shall not exceed \$7,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services for City Departments shall not exceed \$12,000.00 during the contract term without approval.

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. Period of Performance. 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 term upon approval of both parties.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Specifications
 5. Insurance Requirements
 6. Instructions to Bidders
 7. Notice to Bidders
 8. Sales Tax Exemption Form 13

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

The Contractor and the 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 upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

**Annual Supply of
Anti-Freeze/Coolants/Windshield Washer Fluid
Bid No. 15-065**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary

Seal

SAPP BROS., INC
Name of Corporation

5901 CORNHUSKER HWY LINCOLN
Address

By: [Signature]
Duly Authorized Official

SENIOR SALES
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

Annual Supply of
Anti-Freeze/Coolants/Windshield Washer Fluid
Bid No. 15-065

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Me...

City Clerk



CITY OF LINCOLN, NEBRASKA

Steve Kubha

Finance Director

Approved by Directorial Order No. 12886

dated April 10, 2015

Lancaster County Signature Page

Annual Supply of
Anti-Freeze/Coolants/Windshield Washer Fluid
Bid No. 15-065

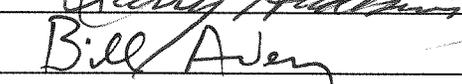
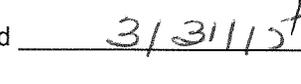
EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska


Deputy Lancaster County Attorney






dated 3/31/15

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing\City & County	Address
Email	smulder@lincoln.ne.gov		440 S. 8th St.	
Phone	(402) 441-7428		Lincoln, NE 68508	Contact
Fax	(402) 441-6513	Contact	Sharon Mulder, Asst. Purchasing Agent	Department
Bid Number	15-065		Purchasing	Building
Title	Annual Supply of Anti-Freeze/Coolants/Windshield Washer Fluid	Department	Building	Floor/Room
Bid Type	Bid	Floor/Room		Telephone
Issue Date	02/27/2015	Telephone	(402) 441-7428	Fax
Close Date	3/13/2015 12:00:00 PM CT	Fax	(402) 441-6513	Email
Need by Date		Email	smulder@lincoln.ne.gov	

Supplier Information

Company Sapp Bros Petroluem,Inc
 Address 5901 Cornhusker Hwy

 Lincoln, NE 68507
 Contact Gary L. Pence
 Department
 Building
 Floor/Room
 Telephone 1 (402) 466-5522
 Fax 1 (402) 466-5529
 Email
 Submitted 3/11/2015 3:26:42 PM CT
 Total \$78.02

Signature Gary Lee Pence

Email gpence@sappbros.net

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
6	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	24 Hours
7	Contact	Name of person submitting this bid:	Gary L. Pence
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Term Clause with Escallation/De-Escalation	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 _____	Yes, a. No, b.Yes, c.30 days from contract issue
11	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
12	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Gallon	Pre-Diluted 50/50 Extended Service Heavy Duty Engine Coolant/Anti-Freeze in 55 gal. drum.	\$6.54
Manufacturer: Old World Industries Manufacturer #: Final Charge Global - No Exceptions				
Item Notes: City/County uses approximately 700 gallons anti-freeze in a combination of cases and 55 gallon drums.				
Supplier Notes:				
2	1	Gallon	Pre-Diluted 50/50 Extended Service Heavy Duty Engine Coolant/Anti-Freeze in case quantities with six (6) one gallon containers per case.	\$8.50
Manufacturer: Old World Industries Manufacturer #: Final Charge Global - No Exceptions				
Item Notes: City/County uses approximately 700 gallons of anti-freeze in a combination of cases and 55 gallon drums.				
Supplier Notes:				
3	1	Gallon	Concentrated Extended Service Heavy Duty Engine Coolant/Anti-Freeze in a 55 gallon drum.	\$12.51
Manufacturer: Old World Industries Manufacturer #: Final Charge Global - No Exceptions				
Item Notes: City/County uses approximately 400 gallons of Anti-freeze in a combination of cases and 55 gallon drums.				
Supplier Notes:				
4	1	Gallon	Concentrated Extended Service Heavy Duty Engine Coolant/Anti-Freeze in case quantities with six (6) one gallon containers per case.	\$12.24
Manufacturer: Old World Industries Manufacturer #: Final Charge Global - No Exceptions				
Item Notes: City/County uses approximately 400 gallons of anti-freeze in a combination of cases and 55 gallon drums.				
Supplier Notes:				
5	1	Gallon	Concentrated Extended Service Automotive Engine Coolant/AntiFreeze in case quantities with six (6) one gallon containers per case.	\$11.20
Manufacturer: Old World Industries Manufacturer #: Peak Global - No Exceptions				
Item Notes: City/County uses approximately 700 gallons of anti-freeze in a combination of cases and drums.				
Supplier Notes:				
6	1	Gallon	Concentrated Extended Service Automotive Engine Coolant/AntiFreeze in a 55 gallon drum.	\$7.97
Manufacturer: Old World Industries Manufacturer #: Peak Global - No Exceptions				
Item Notes: City/County uses approximately 700 gallons of anti-freeze in a combination of cases and drums.				

Supplier Notes:

7	1	Gallon	Pre-diluted Extended Service Automotive Engine Coolant/AntiFreeze in case quantities with six (6) one gallon containers per case.	\$6.51
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Manufacturer: Old World Industries Manufacturer #: Peak Global - No Exceptions

Item Notes: City/County uses approximately 700 gallons of anti-freeze in a combination of cases and 55 gal. drums.

Supplier Notes:

8	1	Gallon	Pre-diluted Extended Service Automotive Engine Coolant/AntiFreeze in 55 gallon drum.	\$5.17
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Manufacturer: Old World Industries Manufacturer #: Peak Global - No Exceptions

Item Notes: City/County uses approximately 700 gallons of anti-freeze in a combination of cases and 55 gal. drums.

Supplier Notes:

9	1	Gallon	RV Anti-Freeze in case quantities with six (6) one gallon containers per case.	\$3.54
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Manufacturer: Polar Manufacturer #: P006AF6P - No Exceptions

Item Notes: City/County uses approximately 100 gallons of rv anti-freeze in 6/1 gallon case lots

Supplier Notes:

10	1	Gallon	Windshield Wash De-Icer in case quantities with six (6) one gallon containers per case.	\$2.30
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Manufacturer: Polar Manufacturer #: POSF0063 - No Exceptions

Item Notes: City/County uses approximately 700 gallons of windshield washer fluid in 6/1 gallon case lots

Supplier Notes:

11	1	Gallon	Windshield Washer Fluid -20° in case quantities with six (6) one gallon containers per case.	\$1.54
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Manufacturer: Polar Manufacturer #: WW21006P - No Exceptions

Item Notes: City/County uses approximately 60 gallons of windshield washer fluid in 6/1 gallon case lots

Supplier Notes:

Response Total:				\$78.02
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