

**AMENDMENT TO CONTRACT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL SUPPLY OF PROPANE
BID NO. 13-309
FIRST RENEWAL**

This Amendment is hereby entered into by and between Otte Oil & Propane, 3435 Maple St., Box 38, Davey, NE 68336 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing Contract C-13-0597, dated January 10, 2013, and E.O. 86686, dated November 26, 2013, (the "Contract"), for the Annual Supply of Propane, Bid No. 13-309, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 1, 2014 through December 31, 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 January 1, 2015 through December 31, 2015; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$8,500.00 without prior approval of the Lancaster County Board.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$40,500.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0597 and City E.O. 86686, all amendments thereto, and as stated herein, the parties agree as follows:

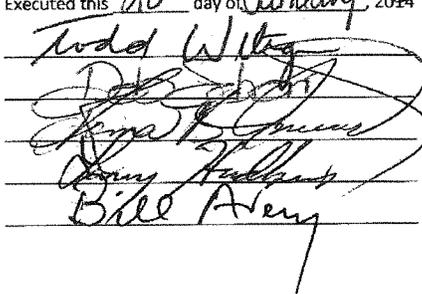
- 1) The Contract shall be renewed for an additional one (1) year term beginning January 1, 2015 through December 31, 2015; and
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$8,500.00 without prior approval by the Lancaster County Board.
- 3) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$40,500.00 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.

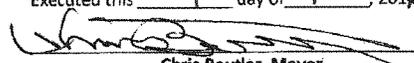
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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 30 day of January, 2014¹⁵

 Todd Wilton
 [Signature]
 [Signature]
 [Signature]
 Bill Avery

Executed this 9 day of Jan, 2014⁵

 Chris Beutler, Mayor

 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)	ONE OIL + PROPANE
By: (Please Print)	John Oke
By: (Please Sign)	John Oke
Title: (Please Print)	Pres
Company Address: (Please Print)	ONE OIL + PROPANE
Company Phone & Fax: (Please Print)	785-2365 785-2024
E-Mail Address: (Please Print)	ONEoil@hotmail.com
Date: (Please Print)	12-12-14
Contact Person for: "Orders or Service" (Please Print)	Jessica KATHENKE
Phone Number:	785-2365

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**ANNUAL SUPPLY
OF
PROPANE
Bid No. 13-309**

**Otte Oil & Propane
3435 Maple St.
Box 38
Davey, NE 68336
(402)785-2365**

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

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Otte Oil & Propane, 3435 Maple St., Box 38, Davey, NE 68336**, 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 Supply of Propane, Bid No. 13-309** 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:

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 total cost of products or services for County agencies shall not exceed \$ 11,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$31,000.00 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. Contract Term. This Contract shall be effective January 1, 2014 thru December 31, 2014. The term of the Contract shall be a one (1) year term with option for renewal 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. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 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:

Ender L. Dubas, Deputy
City Clerk

Chris Beutler
Chris Beutler, Mayor

Approved by Executive No. 86686
dated November 26, 2013

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

William Febrans
for Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

Leo Schorr
Brad Snay
Jane [unclear]
Kenn [unclear]
Hudkins Absent

dated 12/10/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Otte Oil & Propane, Inc
Name of Corporation

P.O. Box 38 Dawley, NE 68326
(Address)

By: John Otte
Duly Authorized Official

Pres.
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\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	13-309 Addendum 1		Purchasing	Building
Title	Annual Supply of Propane	Department		
Bid Type	Bid	Building		Floor/Room
Issue Date	10/11/2013			Telephone
Close Date	10/25/2013 12:00:00 PM CT	Floor/Room		Fax
Need by Date		Telephone	(402) 441-7428	Email
		Fax	(402) 441-6513	
		Email	smulder@lincoln.ne.gov	

Supplier Information

Company	Otte oil @ propane
Address	3435 Maple St. Box 38 Davey, NE 68336
Contact	Donna
Department	Administration
Building	
Floor/Room	
Telephone	(402) 785-2365
Fax	(402) 785-2024
Email	otteoil1@windstream.net
Submitted	10/21/2013 12:14:46 PM CT
Total	\$40,877.60

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Jessica Otte
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) A 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 _____	
9	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
10	Numbers in Price Box	 I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. 	Yes
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	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
13	Electronic Signature	Please check here for your electronic signature.	Yes

14 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: Bid line item #3, changed UOM to Gallons instead of previous number of 1000 listed. Yes

Line Items

#	Qty	UOM	Description	Response
1	12	Gallons	20 Pound Cylinder Tanks	\$2.80
			Item Notes:	
			Supplier Notes:	
2	1,200	Gallons	33 Pound Cylinder Tanks	\$1.85
			Item Notes:	
			Supplier Notes:	
3	1,250	Gallons	100 Pound Cylinder Tanks	\$1.80
			Item Notes:	
			Supplier Notes:	
4	26,000	Gallons	Bulk Bobtail Propane and Delivery (Volumnes of 500/1000 gal. tanks)	\$1.399
			Item Notes:	
			Supplier Notes:	
Response Total:				\$40,877.60

SPECIFICATIONS FOR THE ANNUAL SUPPLY OF PROPANE

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln and Lancaster County (hereinafter referred to as "Owners") is requesting bids to supply the facilities mentioned below with propane on an either "will call" or "keep full" basis.
- 1.2 Contractor shall have capability of providing delivery and repair service within twelve (12) hours of notification by any agency, seven (7) days per week.
- 1.3 Contractor shall have capability to provide 20 lb., 33 lb., and 100 lb. cylinders to the various departments.
- 1.4 Contractor shall provide regular safety inspections on City and County owned cylinders and gas system checks on City and County owned tanks/systems.
- 1.5 Bidder shall submit bid documents and all supporting materials via e-bid
- 1.6 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.6.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.6.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.6.3 No direct contact is allowed between Vendor and other City/County staff throughout the bid process.
 - 1.6.3.1 Failure to comply with this directive may result in vendor bid being rejected.

2. TERM OF AGREEMENT

- 2.1 Term of agreement is one (1) year, **January 1, 2014 through December 31, 2014** with the option to renew for three (3) additional mutually agreeable one (1) year terms.

3. DELIVERY SITES AND APPROXIMATE USAGE

	<u>Sites</u>	<u>Tank</u>	<u>App.Usage Tank/Ga</u>
3.1	Pioneer Park Maintenance Shed	1-1,000 Gal. 1- 500 Gal.	
3.1.1	Nature Center	3-1,000 Gal.	
3.1.2	Pioneer's Park/ SW Park District Shop	1-1,000 Gal.	
3.1.3	<u>Total Estimated Usage</u>		3,700 Gallons
3.2	Lincoln Water System	33 Pound Tank	15 Tanks
3.3	Public Works - Fleet Services	33 Pound Tank	60 Tanks
3.4	Lincoln Fire Maintenance Shop	1 - 500 Gal.	500 Gal.
3.5	Pershing Center	33 Pound Tank	90 Gal.
3.6	Lancaster County Shop	100 Pound Tank	10 Tanks
3.7	Solid Waste Operations		
3.8.1	North 48 th Street Landfill	1-1,000 Gal.	3,000 Gal.

3.8.2	Bluff Road Landfill	2-1,000 Gal. 3-33 Pound Tank	12,000 Gal. 12 Tanks (Will Call)
3.8	Northeast Treatment Plant	4-33 Pound Tank	53 Gal.
3.9	Theresa Street Treatment Plant	6-33 Pound Tank	175 Gal.
3.10	Lincoln Fire & Rescue	20 Pound Tank 33 Pound Tank	12 Gal. 12 Gal.
3.11	Radio Shop/Tower sites	4-500 Gal. Tank	397 Gal.
3.12	Lancaster County Engineering Lincoln	3-33 Pound Tank 4-100 Pound Tank (red top liquid) 4-100 Pound Tank (Blue top vapor) 6-20 Pound Tank	912 Gal.
3.12.1	Roca	1000 Gal. Tank	2250 Gal.
3.12.2	Hickman	500 Gal. Tank	350 Gal.
3.12.3	Sprague	1000 Gal. Tank	3145 Gal.

4. INVOICING AND DELIVERY AND METER TICKETS

- 4.1 All deliveries require delivery and meter tickets and they shall contain the following information:
- 4.1.1 Customer Name
 - 4.1.2 Date of delivery
 - 4.1.3 Quantity of Propane
 - 4.1.4 Signature of accepting individual (**MANDATORY**)
 - 4.1.5 A signed delivery and meter ticket shall be left on-site with
 - 4.1.5.1 Each department will provide their requirements.
 - 4.1.6 Failure to get an authorized signature on the delivery and meter ticket will result in a no-payment from the City/County.
- 4.2 Invoices shall include:
- 4.2.1 Delivery address
 - 4.2.2 Billing address
 - 4.2.3 Invoice date
 - 4.2.4 Account number
 - 4.2.5 Invoice number
 - 4.2.6 Quantity (# of cylinders and size of cylinders)
 - 4.2.7 Quantity (# of pounds)
 - 4.2.8 Unit Price
 - 4.2.9 Product description
 - 4.2.10 Amount
 - 4.2.11 Delivery date

5. MAINTAINING TANKS

- 5.1 Tanks will be maintained by either a "will call" or "keep full" service.
- 5.2 Tanks on a will call basis, shall provide delivery within 12 (twelve) hours of phone call.
 - 5.2.1 Awarded vendor shall provide a customer service representative and telephone number for contact upon award.
- 5.3 Department listing of maintaining tanks are as follows:
 - 5.3.1 Parks & Recreation: Pioneer's Park, Nature Center and Pioneer's Golf are all a

"will call".

- 5.3.2 Lincoln Water: "will call"
- 5.3.3 Fleet Services: "will call"
- 5.3.4 Fire Department, Maintenance Shop: "will call"
- 5.3.5 Wastewater Treatment Plants: "will call"
- 5.3.6 Solid Waste Operations: Both "will call and "keep full"
 - 5.3.6.1 See information listed above.
- 5.3.7 County Engineering: "will call"
 - 5.3.7.1 Roca
 - 5.3.7.2 Hickman
 - 5.3.7.3 Sprague
- 5.3.8 Radio Shop, plus tower sites: "will call"