

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**Annual Supply
Lubricants
Bid No. 19-190**

**Sapp Bros. 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. 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:

Lubricants, Bid No. 19-190

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 cost of products or services for City Departments shall not exceed

\$203,265.37 during the contract term without approval by the City of Lincoln. The cost of products or services for County agencies shall not exceed \$70,000.00 during the contract term without approval by the Board of Commissioners.

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. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
8. Period of Performance. This Contract shall be effective September 1, 2019 through August 31, 2020. 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. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Insurance with Endorsements
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Notice to Bidders
 9. Sales Tax Exemption Form 13
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

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

**CONTRACT
Annual Supply
Lubricants
Bid No. 19-190
City of Lincoln and Lancaster County
Sapp Bros. Inc.**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary

Seal

Sapp Bros Inc.

Name of Corporation

5901 Cornhusker Hwy

Address

[Signature]
By: _____
Duly Authorized Official

Oil Manager

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

**CONTRACT
Annual Supply
Lubricants
Bid No. 19-190
City of Lincoln and Lancaster County
Sapp Bros. Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Leirion Gaylor Baird, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**CONTRACT
Annual Supply
Lubricants
Bid No. 19-190
City of Lincoln and Lancaster County
Sapp Bros. Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



19-190

Sapp Bros. Inc.

Supplier Response

Event Information

Number: 19-190
Title: Annual Supply of Lubricants
Type: Notice to Bidders
Issue Date: 7/19/2019
Deadline: 8/2/2019 12:00 PM (CT)

Contact Information

Contact: Sharon R. Mulder Assistant Purchasing Agent
Address: Purchasing
440 S. 8th St.
Purchasing
Suite 200
Lincoln, NE 68508
Phone: (402) 441-7428
Fax: (402) 441-6513
Email: smulder@lincoln.ne.gov

Sapp Bros. Inc. Information

Contact: Gary L. Pence
Address: 5901 Cornhusker Hwy
Lincoln, NE 68507
Phone: (402) 466-5522
Fax: (402) 466-5529
Email: gpence@sappbros.net

By submitting your response, you certify that you are authorized to represent and bind your company.

Matt Pence
Signature

mpence@sappbros.net
Email

Submitted at 8/2/2019 10:52:38 AM

Bid Attributes

1 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

Yes

2 Insurance Requirements and Endorsements

Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.

Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.

Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.

Yes

3 Sample Contract

I acknowledge reading and understanding the sample contract.

Yes

4 Specifications

I acknowledge reading and understanding the specifications.

Yes

5 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 _____

a) No b) Yes c) 30 days

6 Special Provision Term Contract Provisions
I acknowledge reading and understanding the Special Provision Term Contract Provisions.

7 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.

8 Contact
Name of person submitting this bid:

9 Delivery
State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.

10 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.

11 Government/Corporate Purchase Card
Will your company accept payment by a Visa/Purchase Card? Yes/No _____
1) If yes, will your company charge a fee for accepting a Visa/Purchase Card? Yes/No _____
2) If yes, do you require payment upon receipt of order? Yes/No _____
3) If yes, will you accept payment after delivery and acceptance of product/equipment/service? Yes/No _____

12 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.

13 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.)

1 **U.S. Citizenship Attestation**

4 **Is your company legally considered an Individual or Sole Proprietor: YES or NO**

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

Yes

1 **Electronic Signature**

5 Please check here for your electronic signature.

Yes

Bid Lines

1 Engine Oil, Diesel, Premium Heavy-Duty 15W-40, Bulk

Quantity: 3950 UOM: Gallon Unit Price: \$10.89 Total: \$43,015.50

Manufacturer: Mobil or Shell

Manufacturer #: Delvac 1300 Super or Rotella T

Item Attributes

1. Manufacturer and Model

Please provide Manufacturer and Model bidding.

MOBIL DELVAC 1300 SUPER (CK-4) 15W40. SOON TO BE DESIGNATED AS A "SYNTHETIC BLEND" OIL

2 Engine Oil, Diesel, Premium Heavy-Duty 15W-40, 55 Gallon Drum

Quantity: 2000 UOM: Gallon Unit Price: \$8.87 Total: \$17,740.00

Manufacturer: Mobil

Manufacturer #: Fleet 15W40,

Item Attributes

1. Manufacturer and Model

Please provide Manufacturer and Model bidding.

MOBIL FLEET 15W40, NOW CALLED "MOBIL HDEO (CK-4)15W40" (HDEO DESIGNATES "HEAVY DUTY ENGINE OIL")

3 Engine Oil, Diesel, 15W40, Bulk

Quantity: 250 UOM: Gallon Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Attributes

1. Manufacturer and Model

Please provide Manufacturer and Model bidding.

4 Engine Oil, Diesel, 15W40, 55 Gallon Drum

Quantity: 1000 UOM: Gallon Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Notes:
No Substitutions.

Item Attributes

1. Manufacturer and Model

Please provide Manufacturer and Model bidding.

5 Engine Oil, Premium Automotive, High Mileage, 5W20, 55 Gallon Drum

Quantity: 550 UOM: Gallon Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Attributes

1. Manufacturer and Model

Please provide Manufacturer and Model bidding.

6 Engine Oil, Full Synthetic 5W20, Bulk

Quantity: 1200 UOM: Gallon Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Attributes

1. Manufacturer and Model

Please provide Manufacturer and Model bidding.

7 Engine Oil, Full Synthetic 5W30, Bulk

Quantity: 650 UOM: Gallon Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Attributes

1. Manufacturer and Model

Please provide Manufacturer and Model bidding.

8 Engine Oil, 5W30, Bulk

Quantity: 100 UOM: Gallon Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Attributes

1. Manufacturer and Model

Please provide Manufacturer and Model bidding.

9 Dexos 1, 55-Gallon Drum

Quantity: 55 UOM: Gallon Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Attributes

1. Manufacturer and Model

Please provide Manufacturer and Model bidding.

10 Automatic Transmission Fluid, Premium, 55 Gallon Drum

Quantity: 55 UOM: Gallon Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Attributes

1. Manufacturer and Model

Please provide Manufacturer and Model bidding.

11 Automatic Transmission Fluid, Synthetic Bulk

Quantity: 800 UOM: Gallon Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Attributes**1. Manufacturer and Model**

Please provide Manufacturer and Model bidding.

MOBIL MULTI-VEHICLE ATF

1
2

Transmission Fluid, Bulk

Quantity: 300 UOM: Gallon Unit Price: \$32.38 Total: \$9,714.00Manufacturer: DelvacManufacturer #: 1 ATF**Item Attributes****1. Manufacturer and Model**

Please provide Manufacturer and Model bidding.

MOBIL DELVAC 1 SYNTHETIC ATF

1
3

Gear Lubricant, Synthetic, 75W-90, 55 Gallon Drum (400 lb. Drum)

Quantity: 1600 UOM: Pound Unit Price: \$4.41 Total: \$7,056.00Manufacturer: MobilManufacturer #: Mobil Delvac Synthetic Gear Oil 75W-90**Item Attributes****1. Manufacturer and Model**

Please provide Manufacturer and Model bidding.

MOBIL DELVAC 1 SYNTHETICE GEAR OIL 75W90, PRICE PER POUND, DRUMS ARE 375 POUNDS

1
4

Gear Lubricant, Synthetic, 75W-140, Bulk

Quantity: 1000 UOM: Pound Unit Price: \$5.36 Total: \$5,360.00Manufacturer: MobilManufacturer #: Peak Full Synthetic**Item Attributes****1. Manufacturer and Model**

Please provide Manufacturer and Model bidding.

PEAK FULL SYNTHETIC GEAR OIL 75W140, PRICE PER POUND, DRUMS ARE 375 POUNDS

1
5

Gear Lubricant, Multipurpose, 80W-90, 55 Gallon Drum (400 lb. Drum)

Quantity: 400 UOM: Pound Unit Price: \$1.87 Total: \$748.00Manufacturer: MobilManufacturer #: SAE 80W-90**Item Attributes****1. Manufacturer and Model**

Please provide Manufacturer and Model bidding.

MOBIL LUBE HD PLUS 80W90

1 6	Gear Lubricant, Multipurpose, 85W-140, Gallons		
	Quantity: <u>200</u>	UOM: <u>Gallons</u>	Unit Price: <input type="text" value="\$14.47"/> Total: <input type="text" value="\$2,894.00"/>
	Manufacturer:	<input type="text" value="Mobil"/>	
	Manufacturer #:	<input type="text" value="HD Plus"/>	
Item Attributes			
1. Manufacturer and Model			
Please provide Manufacturer and Model bidding.			
<input type="text" value="MOBIL LUBE HD 85W140"/>			
2. Conversion			
If billing would be in pounds, please provide number of pounds per gallon for invoicing.			
<input type="text" value="PRICE ABOVE PER GALLON. 1 GALLON = 7.273 POUNDS. BILLING WILL BE IN POUNDS"/>			

1 7	Gear Oil, 80W-90, Bulk		
	Quantity: <u>225</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$13.60"/> Total: <input type="text" value="\$3,060.00"/>
	Manufacturer:	<input type="text" value="Mobil"/>	
	Manufacturer #:	<input type="text" value="HD Plus/ SAE"/>	
Supplier Notes:	<input type="text" value="MOBIL LUBE HD 80W90. PRICE ABOVE IS PER GALLON, 1 GALLON = 7.273 POUNDS. BILLING WILL BE IN POUNDS"/>		

1 8	Hydraulic Fluid, Multipurpose Tractor Lubricant, Bulk		
	Quantity: <u>2200</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$9.42"/> Total: <input type="text" value="\$20,724.00"/>
	Manufacturer:	<input type="text" value="Mobil"/>	
	Manufacturer #:	<input type="text" value="Mobilfluid 424"/>	
Item Notes:	<input type="text" value="No Substitutions."/>		

1 9	Hydraulic Fluid, Multipurpose Tractor Lubricant, 55 Gallon Drum		
	Quantity: <u>600</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$9.85"/> Total: <input type="text" value="\$5,910.00"/>
	Manufacturer:	<input type="text" value="Mobil"/>	
	Manufacturer #:	<input type="text" value="Mobilfluid 424"/>	
Item Notes:	<input type="text" value="No Substitutions."/>		

2 0	Hydraulic Fluid, Heavy Duty, 10W, Bulk		
	Quantity: <u>500</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$14.46"/> Total: <input type="text" value="\$7,230.00"/>
	Manufacturer:	<input type="text" value="Mobil"/>	
	Manufacturer #:	<input type="text" value="10W"/>	
Item Attributes			
1. Manufacturer and Model			
Please provide Manufacturer and Model bidding.			
<input type="text" value="MOBIL HYDRAULIC 10W"/>			

2 1	Hydraulic Fluid, 10W, 55 Gallon Drum		
	Quantity: <u>220</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$14.96"/> Total: <input type="text" value="\$3,291.20"/>
Manufacturer: <input type="text" value="Mobil"/>			
Manufacturer #: <input type="text" value="SAE10"/>			
Item Attributes			
1. Manufacturer and Model			
Please provide Manufacturer and Model bidding.			
<input type="text" value="MOBIL HYDRAULIC 10W"/>			

2 2	Hydraulic Fluid, 10W, Bulk		
	Quantity: <u>1000</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$15.59"/> Total: <input type="text" value="\$15,590.00"/>
Manufacturer: <input type="text" value="Mobil"/>			
Manufacturer #: <input type="text" value="Hydo Advanced"/>			
Item Attributes			
1. Manufacturer and Model			
Please provide Manufacturer and Model bidding.			
<input type="text" value="ALTERNATIVELY MOBIL BRAND PRODUCT: MOBIL TRANS HD 10W"/>			

2 3	Hydraulic Oil, Bulk		
	Quantity: <u>200</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$16.97"/> Total: <input type="text" value="\$3,394.00"/>
Manufacturer: <input type="text" value="Mobil"/>			
Manufacturer #: <input type="text" value="DTE 10/32"/>			
Item Attributes			
1. Manufacturer and Model			
Please provide Manufacturer and Model bidding.			
<input type="text" value="MOBIL DTE 10 EXCEL 32, THIS IS ZINC FREE"/>			

2 4	Hydraulic Oil, Bulk		
	Quantity: <u>200</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$17.05"/> Total: <input type="text" value="\$3,410.00"/>
Manufacturer: <input type="text" value="Mobil"/>			
Manufacturer #: <input type="text" value="DTE 10/22"/>			
Item Attributes			
1. Manufacturer and Model			
Please provide Manufacturer and Model bidding.			
<input type="text" value="MOBIL DTE 10 EXCEL 22, THIS IS ZINC FREE"/>			

2 5	Hydraulic Oil, Bulk		
	Quantity: <u>110</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$12.05"/> Total: <input type="text" value="\$1,325.50"/>
Manufacturer: <input type="text" value="Mobil"/>			
Manufacturer #: <input type="text" value="DTE 26"/>			

Item Attributes**1. Manufacturer and Model**

Please provide Manufacturer and Model bidding.

MOBIL DTE 26

2
6

Premium Hydraulic Oil, Bulk

Quantity: 500 UOM: Gallon Unit Price: Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer and Model**

Please provide Manufacturer and Model bidding.

MOBIL DTE 10 EXCEL 46, THIS IS ZINC FREE

2
7

Aviation Hydraulic Fluid

Quantity: 250 UOM: Gallon Unit Price: Total: Manufacturer: **Item Attributes****1. Manufacturer and Model**

Please provide Manufacturer and Model bidding.

MOBIL AERO HFA

2
8

Transmission and Drive Train Oil, 30W, Bulk

Quantity: 500 UOM: Gallon Unit Price: Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer and Model**

Please provide Manufacturer and Model bidding.

MOBIL TRANS HD 30W

2
9

Transmission and Drive Train Oil, 30W, 55 Gallon Drum

Quantity: 220 UOM: Gallon Unit Price: Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer and Model**

Please provide Manufacturer and Model bidding.

MOBIL TRANS HD 30W

30	Transmission and Drive Train Oil, 50W, Bulk		
	Quantity: <u>100</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$16.78"/> Total: <input type="text" value="\$1,678.00"/>
	Manufacturer: <input type="text" value="Mobil"/>		
	Manufacturer #: <input type="text" value="Mobiltran HD 50W"/>		
Item Attributes			
1. Manufacturer and Model			
Please provide Manufacturer and Model bidding.			
<input type="text" value="MOBIL TRANS HD 50W"/>			

31	Grease, Multipurpose, #2		
	Quantity: <u>1200</u>	UOM: <u>Tube</u>	Unit Price: <input type="text" value="\$3.12"/> Total: <input type="text" value="\$3,744.00"/>
	Manufacturer: <input type="text" value="Mobil"/>		
	Manufacturer #: <input type="text" value="XHP 222 Special"/>		
Item Attributes			
1. Manufacturer and Model			
Please provide Manufacturer and Model bidding.			
<input type="text" value="PRICE PER TUBE. MOBIL GREASE XHP 222 - SPECIAL (MULTIPURPOSE LITHIUM COMPLEX GREASE WITH 0.75% MOLY)"/>			

32	Grease, Multipurpose, #2		
	Quantity: <u>2</u>	UOM: <u>Drum</u>	Unit Price: <input type="text" value="\$1,409.76"/> Total: <input type="text" value="\$2,819.52"/>
	Manufacturer: <input type="text" value="Mobil"/>		
	Manufacturer #: <input type="text" value="XHP 222 Special"/>		
Item Attributes			
1. Manufacturer and Model			
Please provide Manufacturer and Model bidding.			
<input type="text" value="PRICE IS PER DRUM, DRUM IS 396 POUNDS. BILLING WILL BE PER POUND. MOBIL GREASE XHP 222 - SPECIAL (MULTIPURPOSE LITHIUM COMPLEX GREASE WITH 0.75% MOLY)"/>			

33	Bar & Chain Oil (55 gal. drum)		
	Quantity: <u>55</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$5.26"/> Total: <input type="text" value="\$289.30"/>
	Manufacturer: <input type="text" value="Mobil"/>		
	Manufacturer #: <input type="text" value=""/>		
Item Attributes			
1. Manufacturer and Model			
Please provide Manufacturer and Model bidding.			
<input type="text" value="CHAIN GUARD BAR & CHAIN OIL (MOBIL DOES NOT MAKE)"/>			

3 4	Bar & Chain Oil		No Bid
	Quantity: <u>20</u>	UOM: <u>Case</u>	
	Manufacturer:	<input type="text" value="Stihl Premium"/>	
	Manufacturer #:	<input type="text" value="70108710211"/>	
	Item Notes:	No Substitutions. Case lot is 4 each of one (1) gallon containers.	

3 5	Cat TDTO, 30W, Bulk		
	Quantity: <u>500</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$13.57"/> Total: <input type="text" value="\$6,785.00"/>
	Manufacturer:	<input type="text" value="Cat or Equivalent"/>	
	Item Notes:	Needs to meet the Cat Specifications for Cleanliness as identified in most current edition of Caterpillar SEBU6250-15 and ISO 4406:99.	
	Item Attributes		
1. Manufacturer and Model			
Please provide manufacturer and model bidding.			
<input type="text" value="ALTERNATIVELY - MOBIL BRAND: MOBIL TRANS HD 30W"/>			

3 6	Cat TDTO, 50W, Bulk		
	Quantity: <u>500</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$16.78"/> Total: <input type="text" value="\$8,390.00"/>
	Manufacturer:	<input type="text" value="Cat or Equivalent"/>	
	Item Notes:	Needs to meet the Cat Specifications for Cleanliness as identified in most current edition of Caterpillar SEBU6250-15 and ISO 4406:99.	
	Item Attributes		
1. Manufacturer and Model			
Please provide manufacturer and model bidding.			
<input type="text" value="ALTERNATIVELY - MOBIL BRAND: MOBIL TRANS HD 50W"/>			

3 7	Cat GO, 80W-90, Bulk		
	Quantity: <u>100</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$13.60"/> Total: <input type="text" value="\$1,360.00"/>
	Manufacturer:	<input type="text" value="Cat or Equivalent"/>	
	Item Notes:	Needs to meet the Cat Specifications for Cleanliness as identified in most current edition of Caterpillar SEBU6250-15 and ISO 4406:99.	
	Item Attributes		
1. Manufacturer and Model			
Please provide manufacturer and model bidding.			
<input type="text" value="ALTERNATIVELY - MOBIL BRAND: MOBIL LUBE HD PLUS 80W90. PRICE IS PER GALLON, 1 GALLON = 7.273 POUNDS. BILLING WILL BE IN POUNDS"/>			

38	Premium 2-Cycle Oil, HD Ultra			No Bid
	Quantity:	<u>20</u>	UOM: <u>Case</u>	
	Manufacturer:	<input type="text" value="Stihl"/>		
	Manufacturer #:	<input type="text" value="07813138010"/>		
	Item Notes:	No Substitutions. Case lot is 48 each of 6.4 Fl. oz. containers.		

39	Semi Synthetic 5W-20, Bulk			
	Quantity:	<u>1000</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$8.84"/> Total: <input type="text" value="\$8,840.00"/>
	Manufacturer:	<input type="text"/>		
	Item Notes:	To meet Ford specifications WSS-M2C945-B1 and Fiat Chrysler specification MS-6395 Price per gallon and not 55 gallon drum		
	Item Attributes			
1. Manufacturer and Model				
Please provide Manufacturer and Model bidding.				
<input type="text" value="MOBIL SPECIAL 5W20, PRODUCT IS A SYNTHETIC BLEND"/>				

40	Full Synthetic 0W-20, Bulk			
	Quantity:	<u>100</u>	UOM: <u>Gallon</u>	Unit Price: <input type="text" value="\$15.92"/> Total: <input type="text" value="\$1,592.00"/>
	Manufacturer:	<input type="text"/>		
	Item Notes:	To meet General Motors Dexos 1 This would be bid as six (6) gallon environmentally friendly bag in a box container.		
	Item Attributes			
1. Manufacturer and Model				
Please provide Manufacturer and Model bidding.				
<input type="text" value="MOBIL SUPER SYNTHETIC 0W20. FULL SYNTHETIC, DEXOS APPROVED. PRICE PER GALLON IN A 6 GALLON BAG IN A BOX CONTAINER"/>				

41	Multi-Purpose Grease (Lithium)			
	Quantity:	<u>400</u>	UOM: <u>Pound</u>	Unit Price: <input type="text" value="\$3.12"/> Total: <input type="text" value="\$1,248.00"/>
	Supplier Notes:	<input type="text" value="ALTERNATIVELY PER ITEM NO.26: MOBIL GREASE XHP 222 - SPECIAL. MULTIPURPOSE LITHIUM COMPLEX GREASE CONTAINING 0.75% MOLY"/>		
	Item Attributes			
	1. Manufacturer and Model			
Please provide Manufacturer and Model bidding.				
<input type="text" value="MOBIL GREASE XHP 222. A MULTI-PURPOSE LITHIUM COMPLEX GREASE. PRICE PER POUND, DRUM IS 396 POUNDS *NOTE: THIS DOES NOT CONTAIN MOLY"/>				

Response Total: \$273,265.37



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED SAPP BROS INC, SBT INC, SAPP BROS TRAVEL CENTERS PO BOX 45305 OMAHA, NE 68145-0305		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	NAIC # 13935
333-016-4		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 254

REVISION NUMBER: 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	Y	9414748	09/30/2018	09/30/2019	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$100,000 MED EXP (Any one person): EXCLUDED PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		Y	Y	9414748	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident): \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION							EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N	N / A	Y	9414750	09/30/2018	09/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE - EA EMPLOYEE: \$1,000,000 E.L. DISEASE - POLICY LIMIT: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER**CANCELLATION**
 333-016-4
 CITY OF LINCOLN & LANCASTER COUNTY
 555 S 10TH ST
 LINCOLN, NE 68508-2803

254 9

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 333-016-4
LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED SAPP BROS INC, SBT INC, SAPP BROS TRAVEL CENTERS PO BOX 45305 OMAHA, NE 68145-0305	
POLICY NUMBER SEE CERTIFICATE # 254.9		EFFECTIVE DATE: SEE CERTIFICATE # 254.9	
CARRIER SEE CERTIFICATE # 254.9	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL NAMED INSUREDS INCLUDE
S B FUELS INC

CITY OF LINCOLN & LANCASTER COUNTY ARE INCLUDED AS ADDITIONAL INSUREDS.
GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER.
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
CITY OF LINCOLN - LANCASTER COUNTY - LINCOLN COUNTY PUBLIC BUILDING COMMISSION 555 S 10TH ST LINCOLN NE 68508	LIMITED TO DELIVERY OF LUBRICANTS BY THE NAMED INSURED TO THE CERTIFICATE HOLDER'S PREMISES.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAPP BROS INC
PO BOX 45305
OMAHA NE 68145

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:

SAPP BROS INC
PO BOX 45305
OMAHA NE 68145

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

LIMITED TO DELIVERY OF LUBRICANTS BY THE NAMED
INSURED TO THE CERTIFICATE HOLDER'S PREMISES.

Additional Insured Name and Address:

CITY OF LINCOLN - LANCASTER
COUNTY - LINCOLN/LANCASTER
COUNTY PUBLIC BUILDING
COMMISSION
555 S 10TH ST
LINCOLN NE 68508

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 09-30-2018 at 12:01 A.M. standard time, forms a part of

Policy No. 9414750

Issued to SAPP BROS INC

Issued by FEDERATED MUTUAL INSURANCE COMPANY

Endorsement No. 1

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

SPECIFICATIONS ANNUAL SUPPLY OF LUBRICANTS

1. SCOPE OF WORK

- 1.1 It is the intent of these specifications to solicit bids for the supply of lubricants for the City of Lincoln and Lancaster County.
- 1.2 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.3 Product delivery locations and associated primary contacts are:
 - 1.3.1 **Fleet Services**
901 W. Bond Street, Suite 160
Door "P"
Bill Fleisher
 - 1.3.2 **Police Garage**
635 "J" Street
Patrick Wenzl
 - 1.3.3 **Lincoln Fire and Rescue**
901 West Street, Suite 150
Kendall Warnock
 - 1.3.4 **Solid Waste Operations**
Bluff Road Landfill - 6001 Bluff Road
North 48th Street Landfill - 5101 North 48th Street
Karla Welding
 - 1.3.5 **Lancaster County Engineer**
444 Cherry Creek Road
Jay Waegli
- 1.4 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the required specifications, duties, terms and conditions as defined in this request.
- 1.5 Vendor must submit their bid and all attachments via the City/County e-bid system.
 - 1.5.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
 - 1.5.2 To register, go to the City of Lincoln website; lincoln.ne.gov
type bid in search box
click on "supplier registration"
follow instructions to completion.
- 1.6 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Assistant Purchasing Agent, (smulder@lincoln.ne.gov).
 - 1.6.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as addenda.
 - 1.6.2 The Purchasing Division 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 and County staff throughout the bid process.
 - 1.6.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.7 The contract term is for one (1) year with the option to renew for three (3) additional one (1) year terms upon approval from both parties.
 - 1.7.1 The contract will begin on September 1, 2019 through August 31, 2020.
- 1.8 Invoicing will be to the requested department.

2. **PRODUCTS**

- 2.1 Base products shall be a virgin product.
- 2.2 Products shall from a major branded oil company.
- 2.3 Hydraulic oils and Transmission and Drive Train Oils shall meet Caterpillar Fluid Recommendations for cleanliness as identified in the most current edition of Caterpillar SEBU6250-15 and ISO 4406:99.
- 2.3 City of Lincoln and Lancaster County reserves the right to take or request an oil sample from delivery truck or drum for analysis at oil laboratory of their choice to determine cleanliness of product.
- 2.4 City of Lincoln and Lancaster County reserves the right to return any contaminated product(s) and receive full credit.

3. **DELIVERIES**

- 3.1 Products requested in bulk which the vendor either does not carry in bulk or does not have the ability to deliver in bulk will be delivered in alternative packaging (ex. totes or 55 gal. drums) pumped into city/county owned bulk tanks at the time of delivery with the empty drums/totes removed immediately.
- 3.2 Pumping will be done in a neat and professional manner which does not allow for product cross contamination.
- 3.3 No additional charge will be allowed for such delivery, pumping and removal of packaging containers.
- 3.4 Orders will be placed on an as-needed basis unless departments specify otherwise.

4. **CONTRACTOR INSURANCE REQUIREMENTS**

- 4.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 4.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln as "Named Additional Insured" as pertains to these services.
- 4.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice.**

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. 8th 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/stdspec/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. 8th 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.

**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY
AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY
INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE
REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 Automobile Liability

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 Garage Keepers / Garage Liability

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 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 railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 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 City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **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 otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss

or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

Advertise 2 times
Saturday, July 20, 2019
Friday, July 26, 2019

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO PROPOSERS

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, Friday, August 2, 2019** for providing the following:

Annual Supply of Lubricants
Bid No. 19-190

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 (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov.