

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL SUPPLY
OF
MOTOR FUELS
Bid No. 12-225**

**Whitehead Oil Company
2537 Randolph St.
Lincoln, NE 68510
402-435-3509**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between Whitehead Oil Co., 2537 Randolph St., Lincoln, NE 68510, 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, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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 Motor Fuels, Bid No. 12-225 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 and the option to purchase diesel or unleaded fuel at a fixed rate in 42,000 gallon increments for a 1 to 3 calendar month period.

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Owners shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. 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" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a two (2) year term with the option for one (1) additional two (2) year term renewal.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendums No. 1 and 2
 4. Specifications
 5. Attachments A and B
 6. Instructions to Bidders
 7. Insurance Requirements
 8. 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:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Lancaster County Attorney

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Whitehead O.I. Company
Name of Corporation

ATTEST:

2537 Randolph St. Lincoln NE 68510
(Address)

Secretary (SEAL)

Mal Whitehead By: Wesley W. Jagers
President Duly Authorized Official
SECRETARY
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	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address	
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact	
Phone	1 (402) 441-8309	Department	Purchasing	Department	
Fax	1 (402) 441-6513	Building		Building	
Bid Number	12-225 Addendum 2	Floor/Room	Suite 200	Floor/Room	
Title	Annual Supply of Motor Fuels	Telephone	1 (402) 441-8309	Telephone	
Bid Type	Bid	Fax	1 (402) 441-6513	Fax	
Issue Date	08/22/2012	Email	rwalla@lincoln.ne.gov	Email	
Close Date	9/7/2012 12:00:00 PM CST				
Need by Date					

Supplier Information

Company Whitehead oil co.
 Address 2537 Randolph St.

 Lincoln, NE 68510
 Contact J.P Morrow
 Department Shipping
 Building
 Floor/Room
 Telephone 1 (402) 435-3509 224
 Fax 1 (402) 435-5881
 Email john_p_morrow@msn.com
 Submitted 9/7/2012 11:25:36 AM CST
 Total \$42,539.20

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Electronic Signature	Please check here for your electronic signature.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Contact	Name of person submitting this bid:	Alan Makovicka
4	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Specifications	I acknowledge reading and understanding the specifications.	Yes
7	Protest Procedures	I acknowledge that I have read and understand the City of Y Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Transit Authority after exhausting all administrative remedies with the Ciy. For further information on a protest, a Vendor may contact the City Purchasing Agent.	
8	Equipment List and Photos	I have attached a complete list and photos of the equipment which will be used in to deliver fuel under this contract to the Response Attachment section of my ebid response.	Yes
9	Terminal Location	List the location of the terminal where each type of fuel will originate. This terminal will be the primary terminal for fuel which will be used by the Owners and all pricing in the Line Items will reflect delivery from this terminal.	LINCOLN,NE,PSX,ETERM.
10	Contractor Must Provide References in Bidders Response Section	Contractor must provide (3) three references for bids similar in nature to the work required in this bid. Each reference must include the following: Owner: Street Address: City: State: Zip: Name Owners Representative: Phone: Contract Amount: 	YES
11	Emergency Equipment Fill	In events where an emergency arises in the County the awarded Vendor will be required to provide fuel on an as-needed basis under the terms of this contract. Do you agree to provide emergency services if needed, 24 hours per day, 7 days per week with short notice? YES or NO Will you charge an additional fee above and beyond the margin cost for fuel service in these instances? YES or NO If YES, What is the cost?	YES, NO
12	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

13 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. 	Yes
	If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	
14 Term Clause of Contract	I acknowledge that the term of the contract is for a two(2) year term with the option for one (1) additional two (2) year renewal term from the date of the executed contract. ((a) Are your bid prices firm for the first contract period. YES or NO If NO, state period for which prices will remain firm: through _____	YES
15 Fixed Pricing Factors	The Vendor must indicate a minimum lot size or any other factors that would be required if the Owners decide to utilize the Fixed Rate Pricing Option. If your requirements will not fit in this section please type them on company letterhead and attach to the Response Attachment section.	n/a
16 Alternative Pricing Proposals	Our company does have pricing options available for buying fuel that differ from fixed or rack pricing. YES or NO If YES, please provide detailed information on company letterhead and attach to the Response Attachment section of your ebid response.	NO
17 Late Payment Differential	Vendor shall provide the percent of increase over the initial invoice, for payments made beyond the net terms indicated in the specification document or those added by the Vendor in their proposal. If no increase will be added for payments beyond the net terms, enter a 0.	0
18 Fuel Additive Brand and Pricing	The Owners require Summer and Winter Diesel Fuel Additive. List the brand of additive you will be providing and the price per gallon.	HOWES 19.98/GALLON OR .03/GALLON INJECTED AT TERMINAL
19 Omaha Freight Differential	List the Omaha Freight Differential Rate for Truck Transport per gallon: List the Omaha Freight Differential Rate for Tank Wagon Transport per gallon:	.04 FOR BOTH TRANSPORT AND TANK WAGON
20 Geneva Freight Differential	List the Geneva Freight Differential Rate for Truck Transport per gallon: List the Geneva Freight Differential Rate for Tank Wagon Transport per gallon:	.05 FOR BOTH TRANSPORT AND TANK WAGON
21 Split Load Charge	Provide the Split Load Charge per gallon for Truck Transport	\$30.00
22 Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

23 Agreement to Addendum No. 2

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

Line Items

#	Qty	UOM	Description	Response
1	482,000	Gallons	E10 Unleaded Fuel - Minimum 87 Octane Truck Transport Delivery Bid Margin Rate per gallon only!	\$0.018

Item Notes: RACK PRICE - See Specs for Information.

Supplier Notes: BASED ON PHILLIPS 66 UNBRANDED PRICING EFFECTIVE 9-6-12 6:00PM. E10 UNLEADED FUEL 89 OCTANE

2	382,000	Gallons	Ultra Low Sulfur Diesel Fuel Transport Truck Delivery Bid Margin Rate per gallon only! Red Dye and Clear Fuel	\$0.018
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Item Notes: RACK PRICE - See Specs for Information.

Supplier Notes: BASED ON PHILLIPS 66 UNBRANDED PRICING EFFECTIVE 9-6-12 6:00PM

3	50,200	Gallons	E10 Unleaded Fuel - Minimum 87 Octane Tank Wagon Delivery Bid Margin Rate per gallon only!	\$0.101
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Item Notes: RACK PRICE - See Specs for Information.

Supplier Notes: BASED ON PHILLIPS 66 UNBRANDED PRICING EFFECTIVE 9-6-12 6:00PM
E10 UNLEADED FUEL 89 OCTANE

4	217,000	Gallons	Ultra Low Sulfur Diesel Fuel Tank Wagon Delivery Bid Margin Rate per gallon only! Red Dye and Clear Fuel	\$0.101
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Item Notes: RACK PRICE - See Specs for Information.

Supplier Notes: BASED ON PHILLIPS 66 UNBRANDED PRICING EFFECTIVE 9-6-12 6:00PM

Response Total: \$42,539.20

NEBCO INC.

6300 CORNHUSKER HWY

LINCOLN

NE

68507

MIKE WICHMAN

402-434-1882

FUEL SUPPLIER ONLY, NO CONTRACT IN PLACE

GENERAL EXCAVATING

6701 CORNHUSKER HWY

LINCOLN

NE

68505

DAVE WATERS

402-467-1627

FUEL SUPPLIER ONLY, NO CONTRACT IN PLACE

NEBRASKA BULK-FITCH TRUCKING

P O BOX 215

BENNET

NE

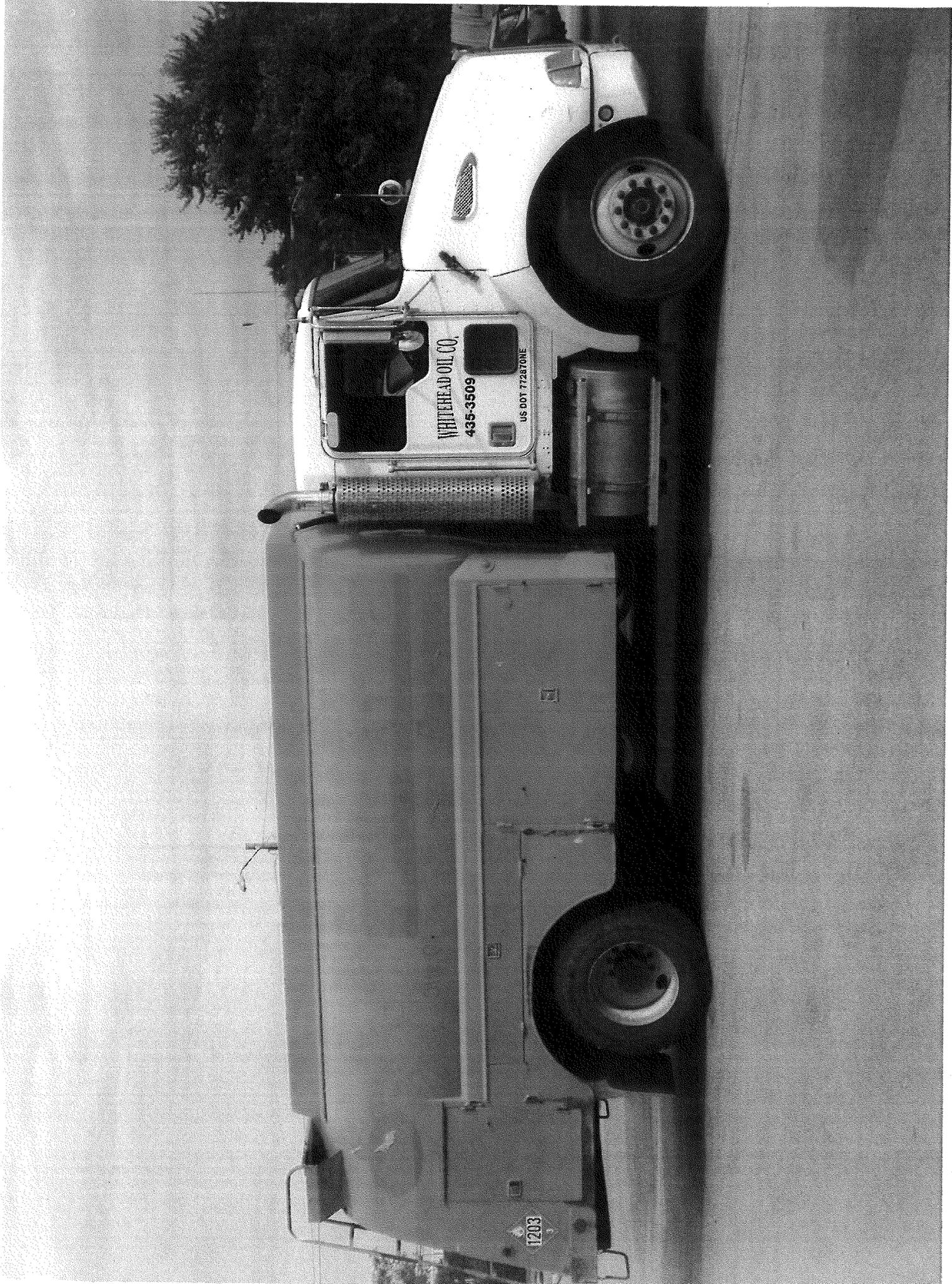
68317

DEVIN KREIKEMEIER

402-782-2760

FUEL SUPPLIER ONLY, NO CONTRACT IN PLACE

WHITEHEAD OIL COMPANY HAS HELD THE CITY OF LINCOLN FUEL CONTRACT PREVIOUSLY.

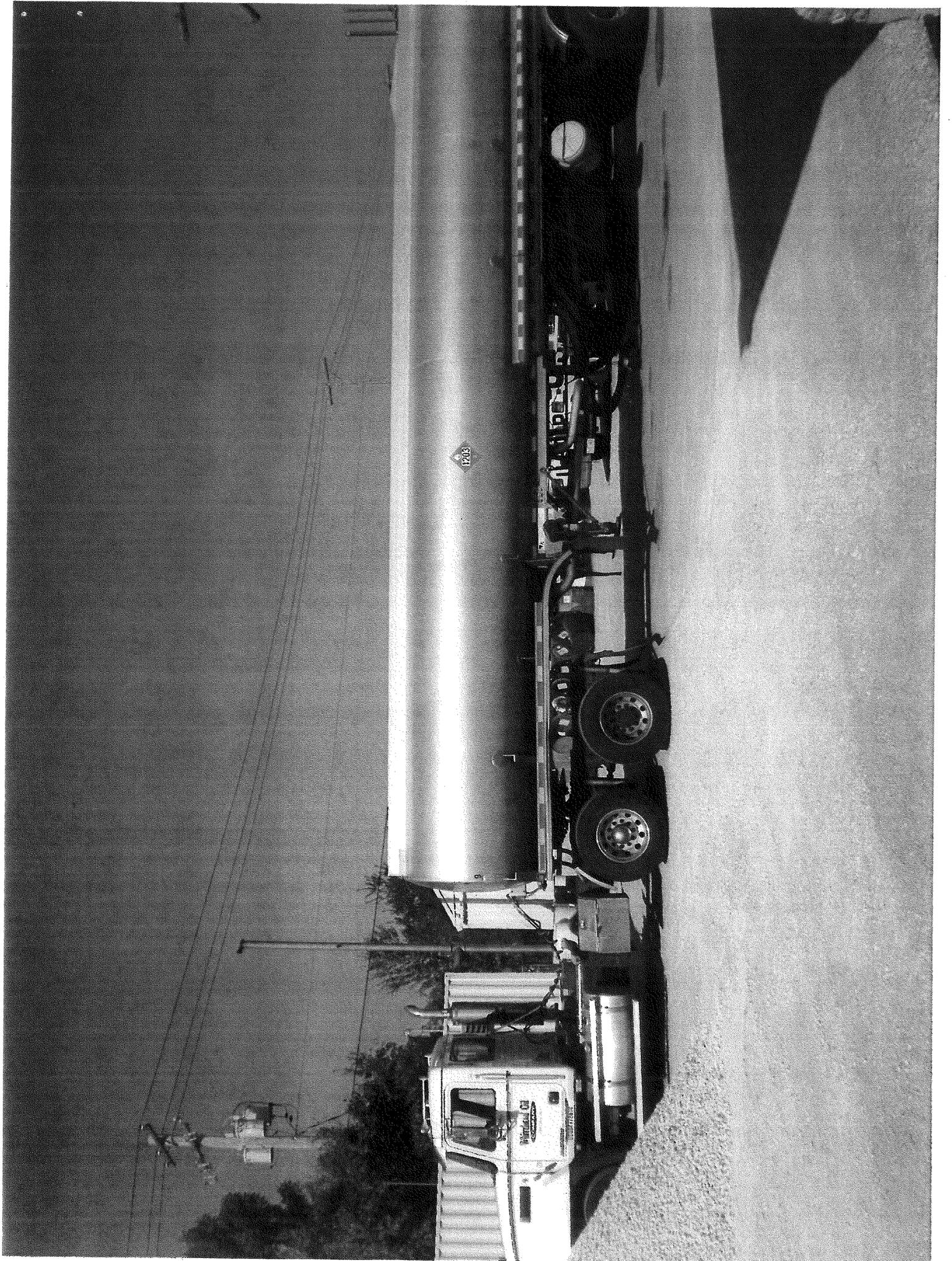


WHITEHEAD OIL CO.

435-3509

US DOT 772870NE

1203







COUNTY ENGINEER MAINTENANCE STATIONS TANK CAPACITIES

LOCATION	DIESEL STORAGE TANK CAPACITY	UNLEADED STORAGE TANK CAPACITY
444 Cherrycreek(Main Shop)	10000	16000
Waverly	3000	3000
Walton	2000	
40th & Saltillo Rd.	2000	
Bennet	2000	
Roca	3000	3000
Hickman	1000	
Panama	2000	
Firth	2000	
Hallam	2000	
Kramer	2000	
Sprague	3000	3000
Denton	2000	
Emerald	2000	
Malcolm	2000	
Raymond	2000	
Davey	2000	
TOTALS	DIESEL	UNLEADED

TECHNICAL SPECIFICATIONS
(Attachment #1)

1. ULTRA LOW SULFUR DIESEL:

The quality of the Ultra Low Sulfur Diesel, offered by the bidder(s) for this Contract, shall be homogenous fuel oil, suitable for diesel engines, and it shall conform to the requirements of ASTM D975, or the latest revision thereof, except as listed differently elsewhere herein.

Below are the technical specifications which must be met for Ultra Low Sulfur Diesel supplied under this contract.

NOTE: All Test references shall be ASTM method, as indicated herein, or approved equivalents.

Parameter	Test Method	Min	Max
Ash, wt %	D482		0.01
Carbon Residue: Ramsbottom on 10% btms	D524		0.35
Cetane Index	D976, D4737	40	
Cetane Number	D613	40	
Cloud Point, deg F	D2500, D5771, D5772, D5773		
- September 1 through March 31			15
- April 1 through August 31			20
Color, ASTM	D1500, D6045		2.5
Color, Visual		Undyed	
Copper Corrosion, 3 hrs @ 122 deg F	D130		1
Distillation: 90% recovered, deg F	D86	540	640
Flash point, deg F	D93	125	
Haze Rating @ 77 deg F	D4176		2
Pour Point, deg F	D97, D5949, D5950, D5985		
- September 1 through March 31			0
- April 1 through August 31			10
Thermal stability, 90 minutes @ 302 deg F Reflection Pad Rating, %		70	
Total Sulfur, ppm (by weight)	D2622, D4294, D5453, D7039		15.0
Viscosity, cSt @ 104 F	D445	1.9	3.4
Water & Sediment, vol %	D1796, D2709		0.05

2. REGULAR UNLEADED GASOLINE:

The Gasoline shall conform to the ASTM Designation D4814 or the most current revision. The gasoline shall have an Antiknock Index as shown below, and be adjusted for season and locality in accordance with recommendations in ASTM D4814.

UNLEADED REGULAR GRADE

Minimum: 87.0 - Antiknock Index, (RON. & MON.)/2

**SPECIFICATIONS
MOTOR FUEL
CITY OF LINCOLN, LANCASTER COUNTY & PUBLIC BUILDING COMMISSION**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission (hereinafter referred to as Owners) are requesting bids to purchase Motor Fuels for equipment and vehicles at various locations in Lancaster County, Nebraska.
 - 1.1.1 Owners shall purchase #2 Ultra Low Sulfur Diesel Fuel - Clear and Dyed and E10 Unleaded Gasoline.
- 1.2 Vendors shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.3.3 No direct contact is allowed between Vendor and other Owner staff throughout the bid process.
 - 1.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.4 Estimated product quantities shall be used only as a basis for the evaluation of bids.
 - 1.1.4.1 The actual quantity of material necessary may be more or less than the estimates listed on the proposal form.
 - 1.1.4.2 Owners shall be neither obligated nor limited to any specified amount.
 - 1.1.4.3 Owners will, if possible, restrict increases/decreases to 20% of the estimated quantities listed on the proposal form.
- 1.5 Motor fuels shall be delivered on an as-needed basis during the contract period, beginning October 1, 2012 through September 30, 2014 with an option to renew for one (1) additional two (2) year period.
- 1.6 The Vendor shall provide to the Purchasing Department a quarterly report and a final report, showing all purchases made under the terms and conditions of the contract.
 - 1.6.1 Such reports shall itemize the following information:
 - 1.6.1.1 Product type(s) and quantities purchased.
 - 1.6.1.2 Total dollar amount of purchases.
- 1.7 The Owners reserve the right to direct the Vendor not to provide product from a specific terminal, if such terminal is deemed by the Owner to furnish inferior products.
 - 1.7.1 Vendor must provide the terminal location in the Attribute section of their ebid response.
 - 1.7.2 Vendor shall indicate any contamination issues they have encountered over the last 5 years, what terminal the contaminated fuel came from and what has been done to ensure contamination does not occur again.

2. BILL OF LADING REQUIREMENTS

- 2.1 A Bill of Lading will be provided with each invoice containing the following information:
 - 2.1.1 Point of delivery address.
 - 2.1.2 Product type and tank number.
 - 2.1.3 Before and after product drop, stick readings.
 - 2.1.4 Date and time of delivery.
 - 2.1.5 Gallons of additive included.
 - 2.1.6 **Signature of accepting individual (MANDATORY)**

2.2 **Truck Transport Delivery:**

- 2.2.1 Deliveries shall be made by truck transport within twenty-four (24) hours after notification by any agency unless other arrangements are made.
- 2.2.2 Truck transport delivery shall consist of any minimum load as defined as follows:
 - 2.2.2.1 8,000 gallons of unleaded gasoline
 - 2.2.2.2 7,000 gallons of diesel fuel.
 - 2.2.2.3 Truck transport minimum loads may consist of any one (1) type of fuel, or any combination of fuels, as ordered by the ordering agency.
- 2.2.3 The Owners may at times request a truck transport "split load" or fuel delivery to two different facilities.
 - 2.2.3.1 Additional charges for this service request will be indicated as "Split Load Charge".
 - 2.2.3.2 The Vendor will inform the ordering agency if a tank wagon or split load is the most cost effective method of delivery at the time an order is placed.
- 2.2.4 Current truck transport deliveries shall be made to the following locations in the City of Lincoln, unless otherwise indicated :

<u>Agency/Location</u>	<u>Tank Capacities in Gallons</u>	
	<u>Unleaded Gasoline</u>	<u>Diesel Fuel</u>
POLICE GARAGE 635 "J" Street	20,000	--
PUBLIC WORKS, FLEET SERVICES		
Site 0001 901 North 6th St.	20,000	10,000
Site 0002 3200 Baldwin Avenue	30,000	30,000
Site 0003 3180 South Street	16,000	10,000
Site 0011 3201 So. Coddington Blvd.	12,000	6,000
Site 0006 21st & "M" Street	20,000	10,000
Site 0007 2021 North 27th Street	20,000	10,000
Site 0010 6400 Normal Blvd.	12,000	6,000
Site 0012 5045 Colby Street	12,000	6,000
BLUFF ROAD LANDFILL 6001 Bluff Road	--	12,000

LANCASTER COUNTY ENGINEER

444 Cherry Creek Road 16,000 10,000

LINCOLN WATER SYSTEM

E. Hwy 6 - 150,000
Ashland, Nebraska

COUNTY ENGINEER MAINTENANCE STATIONS - SEE ATTACHMENT A

2.3 **Tank Wagon Delivery**

- 2.3.1 Deliveries shall be made by tank wagon within twenty-four (24) hours after notification by any department unless other arrangements are made.
- 2.3.2 Tank wagon deliveries shall generally be made during normal business hours, Monday through Friday, 8:00 a.m. through 3:00 p.m. (6:45 a.m. through 4:15 p.m. for Sanitary Landfill Sites).
- 2.3.3 Tank wagon deliveries may consist of any one (1) type of fuel, or any combination of fuels, as requested by ordering agency.
- 2.3.4 Sites indicated as "GOLF COURSE" will utilize a seasonal "keep full" strategy generally requesting the Vendor to top off all tanks on a weekly basis.
 - 2.3.4.1 The ordering agency will notify the contractor of the "keep full" starting and ending dates.
- 2.3.5 The North 48th Landfill will utilize a year-round "keep full" strategy requesting the Vendor to top off the tank on a bi-weekly basis.
- 2.3.6 Tank wagon deliveries shall be made to the following locations:

Tank Capacities in Gallons

<u>Agency/Location</u>	<u>Unleaded Gasoline</u>	<u>Diesel Fuel</u>
PARKS NW 3130 N 5 TH	500	500
DENSMORE PARK 6601 S 14 TH	500	500
HOLMES GOLF COURSE 6800 Pioneers Park	1,000	500
MAHONEY GOLF COURSE 8300 Adams Street	1,000	1,000
PIONEERS GOLF COURSE Pioneers Park	1,000	100
HIGHLANDS GOLF COURSE 5600 NW 17 Street	500	500
NORTH 48th LANDFILL 5101 No. 48th St.	--	1,500

COMMUNITY MENTAL HEALTH CENTER 2201 So. 17 th Street	---	300
HALL OF JUSTICE BUILDING 575 So. 10 th Street	---	2,000
CITY/COUNTY BUILDING 555 So. 10 th Street	---	300
CITY/COUNTY HEALTH DEPARTMENT 3140 O Street	---	750
YOUTH SERVICE CENTER 1200 Radcliff St.	---	500
CHENEY BOOSTER PUMP STATION 8350 Pine Lake Road	---	250
NORTHWEST 12th PUMP STATION 7990 NW 12 th Street	---	250

COUNTY ENGINEER MAINTENANCE STATIONS - SEE ATTACHMENT A

- 2.4 The Vendor may be required to perform additional deliveries during extreme emergency situations twenty-four (24) hours per day, seven (7) days per week.
- 2.5 Such emergency deliveries will require the capability of direct pumping into another motor vehicle, such as fire apparatus or generator tanks.
 - 2.5.1 Additional charges for this service request shall be indicated as " Emergency Equipment Fill" in the Attribute section of the ebid response.
- 2.6 Fuel orders will be placed via E-mail or phone with the following information provided:
 - 2.6.1 Ordering agency and delivery location.
 - 2.6.2 Tank number(s) and description.
 - 2.6.3 Product type(s) and quantity per tank.
 - 2.6.4 Gallons of additive required per tank.
 - 2.6.5 Split load request (if required).
- 2.7 Vendor will advise the ordering agency as to the most cost effective method of delivery if quantities requested are subject to split load verses tank wagon consideration.

3. INVOICING, TAXES AND PRICING

- 3.1 Invoice pricing structure for petroleum based fuel products, will be based on the terminal rack price paid by the contractor on the date of delivery, plus the margin(s) as proposed by the Vendor and indicated in the ebid Line Items.
 - 3.1.1 Pricing will be based on gross gallons delivered.
 - 3.1.2 Margin(s) will be fixed throughout the term of the contract period unless otherwise noted in the Attribute section of your ebid response.
 - 3.1.3 Fuel surcharges above the Margin(s) and/or Freight Differential(s) indicated in the ebid response are not acceptable.
 - 3.1.4 Bid margin(s) will include: delivery costs, gross profit and all other fees or charges assessed by the Vendor on City/County purchases.
 - 3.1.5 Bid margin(s) will exclude all applicable federal, state and local taxes and fees.
 - 3.1.5.1 **The City of Lincon Water Dept. is a taxable entity and must be taxed accordingly.**

- 3.1.6 "Terminal Rack Price" will be the actual price paid at the terminal on the day of delivery for the product or products being provided.
 - 3.1.6.1 Upon request by the Purchasing Agent the Vendor will provide proof of the "Terminal Rack Price" paid by the Vendor for any specific transaction.
 - 3.1.6.2 If product is not available at the Lincoln Terminal or if an overall pricing advantage is attainable at an alternative terminal the Vendor may purchase fuel from such terminal and apply the "Freight Differential" as indicated in the contract document.
- 3.1.7 Pricing structure will be based of Net terms of fifteen (15) days after receipt of invoice.
 - 3.1.7.1 Late payment differential will be as indicated on the ebid response.

4. VENDOR RESPONSIBILITY

- 4.1 All products provided under this contract will be free from impurities including but not limited to water, dirt, harmful oils, fibrous materials or other contaminants.
 - 4.1.1 Any product found to be contaminated or cross contaminated through the Vendors negligence or which does not meet specifications will be replaced by the Vendor within two (2) working days of notification by the Owners, at the Vendor's expense.
 - 4.1.2 Disposal of contaminated fuels and cleaning of affected vehicle fuel and storage tanks will be the responsibility of the Vendor and must be done immediately upon notification by the Owners.
 - 4.1.3 In case of damage directly traceable to contamination, cross contamination or inferior fuel, the Vendor will be responsible for all damages and costs incurred by the Owners for any repairs.
- 4.2 All products provided under this contract will meet the minimum product specifications as described in the specifications. (See Attachment B - Technical Specifications).
 - 4.2.1 Upon request from the Owners, the Vendor shall conduct tests and inspections of delivered fuels to insure compliance with the product specifications.
 - 4.2.1.1 Product testing will be at the Vendor's expense.
 - 4.2.1.2 Test results shall be submitted in writing to the Owner.
 - 4.2.1.3 Any products failing to meet the product specifications will be replaced within two (2) working days of notification by the Owners at the Vendor's expense.
 - 4.2.2 The addition of additives as directed by the Owners will be the responsibility of the Vendor.
 - 4.2.3 Additives will be added to the storage tank prior to dropping of the fuel product.
 - 4.2.3.1 For City Tanks - 1 gallon of additive for diesel fuel is added per 1,500 gallons in the summer months and 1 gallon per 750 gallons during the winter months.
 - 4.2.3.2 For County Tanks - The Winter additive for diesel fuel is 1 gallon to 1000 gallons and the Summer additive is 1 gallon to 1500 gallons.
 - 4.2.3.3 For Bluff Road Landfill - 1 gallon of additive for diesel fuel is added per 1,500 gallons in the summer months and 1 gallon per 750 gallons during the winter months **to the Transport Tank, not the storage tank.**
 - 4.2.4 Diesel fuel additive will be Power Service "Diesel Fuel Supplement + Cetane Boost" OR an approved equal.
 - 4.2.4.1 If providing an equal product you must indicate the brand in the Supplier Notes for that Line Item.
 - 4.2.5 The Vendor will be responsible for fuel spillage attributable to their negligence which may occur during delivery operations.
 - 4.2.5.1 All spillage must be cleaned up immediately to the satisfaction of the Owners.

- 4.2.5.2 All associated costs including materials and labor to clean the spill will be borne by the Vendor.
- 4.2.5.3 The Vendor will immediately notify the appropriate authorities as required by local, state and federal laws based on the volume of spillage.
- 4.2.5.4 All spillage, regardless of volume will be reported to the Owners.
- 4.2.6 If fuel supplies should be allocated (whether the results of government or company action) the contract administrator will authorize and direct Owner participation in the Vendor's allocation program.
- 4.2.6.1 Vendor is to contact the Owners and the City Purchasing Agent in the event of fuel shortages and the implementation of an allocation program.

5. **INVOICING AND TAXES**

- 5.1 The following information will be provided on the invoice:
 - 5.1.1 Ship to address
 - 5.1.2 Billing address.
 - 5.1.3 Invoice date.
 - 5.1.4 Account number.
 - 5.1.5 Invoice number.
 - 5.1.6 Carrier.
 - 5.1.7 Quantity (per tank).
 - 5.1.8 Product description (per tank).
 - 5.1.9 Unit Price (per tank).
 - 5.1.10 Amount (per tank).
 - 5.1.11 Additive quantity (per tank).
 - 5.1.12 Additive cost (per tank).
 - 5.1.13 Applicable taxes and fees (per tank).
- 5.2. The City of Lincoln and Lancaster County are exempt from federal excise taxes on fuels purchased for their use.
 - 5.2.1 **The City of Lincoln Water Department is NOT tax exempt and will be taxed according to Local, State and Federal regulations.**
 - 5.2.2 Dyed diesel fuel for government consumption is Nebraska Motor Fuel Tax exempt but the Owners pay Federal LUST Fee, Federal Oil Spill Liability Fee and Nebraska Environmental Impact Fees.

6. **PRICING OPTIONS**

- 6.1 The Owners will consider the purchase of fuel in several different ways. Options include; fixed pricing for future fuel delivery for a specific time period, off the daily spot market (rack) price in Lincoln plus a designated margin price which will be determined in this bid and other alternatives that Vendors can offer which might save money for the Owners during the contract period.
 - 6.1.1 The Owners must be provided the option of purchasing fuel under various methods at their sole discretion.
 - 6.1.2 A contract will result from this bid and govern the markup by the supplier on rack prices, the New York Mercantile Exchange (NYMEX) price in fixed-price orders or other pricing options made available through this bid.
 - 6.1.3 Fuel is currently purchased using the rack price plus a set margin cost.
- 6.2 Margin rates for the rack price option included in this bid will remain constant for the period for which they are proposed.
 - 6.2.1 Margin rates should be rounded back to four (4) decimal places.
 - 6.2.2 Vendors are required to clearly itemize the elements comprising their margin rate.

7. FIXED PRICING

- 7.1 This method allows the Owners to purchase fuel from the supplier at a fixed-price for delivery of a specific amount of Ultra Low Sulfur Diesel Fuel or Unleaded Fuel for a specific time period in the future when the Owners determine that such prices are advantageous.
- 7.2 The Vendor will quote a fixed mark-up price for fuel for a specific time period in the future.
 - 7.2.1 The sum of the total mark-up and the NYMEX price will be locked-in price for delivery of fuel in a specified time period.
 - 7.2.2 The NYMEX price at the time of verbal agreement between the supplier and the City will be used.
 - 7.2.3 The City will use the CME Group pricing as displayed through internet posting for quoted NYMEX price for verification of reasonableness of the NYMEX price used in individual quotes.
- 7.3 The Vendor must indicate a minimum lot size or any other factors that would be required using this option in the Attribute section of the ebid response.

8. RACK PRICING

- 8.1 The Owners reserve the right to not lock prices and to pay the spot market prices at the terminal on the day of fuel delivery, plus a fixed margin from the supplier.
 - 8.1.1 This is the current option used to purchase fuel and is the basis for pricing and contract award.
- 8.2 The Vendor is asked to identify the refiner from which fuel will be pulled, the terminal location and the refiner's rack price on specific dates for comparison of rack prices.
- 8.3 The fixed margin rate on the rack price should include the following:
 - 8.3.1 Supplier's profit and overhead.
 - 8.3.2 Delivery or transporting from the terminal used by the supplier to Owners fuel tanks.
 - 8.3.3 Any other markups not addressed above that are necessary to get a gallon of diesel or unleaded fuel delivered from the terminal to the Owners tanks.

9. ALTERNATIVE PRICING PROPOSALS

- 9.1 The Owners will consider alternative pricing structures proposed by Vendors.
 - 9.1.1 Alternative pricing proposals may be as simple as proposing revisions to the pricing structure described above, or may be an altogether different pricing structure.
- 9.2 In proposing an alternative pricing structure, please keep in mind the Owner's goal of avoiding, or at least foreseeing, budget overages in fuel purchases by being able to lock-in prices for the future when such prices are favorable.
- 9.3 Alternative pricing proposals shall include and itemize all direct and indirect costs associated with execution and performance of the terms of this solicitation.
 - 9.3.1 The Vendor should provide a narrative description of the alternative pricing along with examples so that the Owners can obtain a full understanding of the proposed pricing.

10. AWARD OF BID

- 10.1 Bid will be awarded based on the following information submitted in the Vendors response:
- 10.2 The Firm Fixed Margin and/or Alternate options indicated in the Line Items, multiplied by the estimated gallons of product(s) to be provided.
 - 10.2.1 The pricing option/s that is/are in the best interest of the Owners will be chosen for award.
- 10.3 Previous and current contract performance for similar size fleets.
 - 10.3.1 Please provide references from at least 3 sites where you are currently providing similar services as listed in these specs.

- 10.3.2 Include Company Name, Address, Contact Name, Contact Phone Number and size/scope of contract on company letterhead and include it in the Response Attachment section of your ebid response.
- 10.3.3 Any reported contamination issues will be closely scrutinized and additional questions will be submitted to the Vendor in order to determine if there is a risk of contamination in the Owners tanks in the future.
- 10.4 Financial stability of company.
- 10.5 Location of Terminal where fuel will originate.
 - 10.5.1 List the Terminal location from where your fuel will be supplied in the Attribute section of your ebid response.
- 10.6 Type and condition of equipment used to transport fuel to drop site.
 - 10.6.1 Provide a complete list and photos of equipment that your company will use to transport the fuel to our location and attach to the Response Attachment section of your ebid response.
- 10.7 Compliance with requirements as outlined in these specifications.

11. **Glossary of Terms**

- 11.1.1 Margin: Delivery costs (including freight from the Lincoln Terminal), gross profit and all other fees or charges assessed by the contractor on a per gallon basis.
- 11.1.2 Terminal Rack Price: The price paid by the contractor for products purchased at any bulk fuel terminal, for distribution to the City/County.
- 11.1.3 Freight Differential: Additional cost above margin(s) indicated in the contract document for products(s) purchased from terminals other than the Lincoln Terminal.
- 11.1.4 Equipment Fill Charge: The cost per unit to provided 24 hour per day, emergency field fueling of vehicles and equipment as requested.
- 11.1.5 Split Load Charge: The additional cost to have a transport delivery drop product at two (2) different locations.
- 11.1.6 Additive Cost: The cost per gallon of specified additive requested by the ordering agency.
- 11.1.7 Late Payment Differential: The percent of increase over the initial invoice, for payments made beyond the net terms indicated in the specification document.
(**Note:** This will be invoiced separately, referencing the original invoice number once the appropriate differential is determined).

ADDENDUM #1

Issue Date:08/27/2012

SPECIFICATION NO.12-225 **FOR**

ANNUAL SUPPLY OF MOTOR FUELS

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. We are working on the bid request sent out for the City of Lincoln/Lancaster County and I was wondering if you would please send me the bid tab for the last time this was bid.

Information from the 2008 bid has been added to the Bid Attachment section of the ebid.

End of Addendum

Jump To: [Response Summary Document](#) [Response Line Detail](#) [Response Attribute Detail](#)

Response Summary Document

Bid Request Number: 08-155 Addendum 1
 Organization: Lincoln Purchasing
 Title: Annual Requirements of Fuel
 Bid Creator: Tom Kopplin Asst. Purchasing Agent
 Description: If you need assistance in preparing your bid, there are several options. 1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt>
 Email: tkopplin@lincoln.ne.gov
 Bid Type: Bid
 Phone: 1 (402) 441-7414
 Issue Date: 5/20/2008 3:57:16 PM Central
 Fax: 1 (402) 441-6513
 Close Date: 6/4/2008 12:00:00 PM Central

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
petroleum traders corporation	fort wayne	IN	6/4/2008 10:14:30 AM CST	5	10402
Sapp Bros Petroluem, Inc	Lincoln	NE	6/4/2008 9:20:16 AM CST	5	53267.2

Response Notes

Supplier	Line	Notes
petroleum traders corporation	Header	if payments are made in 15 days, you would receive a .5% discount off your invoice, not an increase as stated in attribute #22
	5	Bio will be 100% Soy as requested.
Sapp Bros Petroluem, Inc	Header	Attributes# 12-GasFrt-\$.03Diesel Frt-\$.0350Attributes# 13-GasFrt-\$.05Diesel Frt-\$.05Attributes# 14-GasFrt-\$.03Diesel Frt-\$.0350Attributes# 15-GasFrt-\$.05Diesel Frt-\$.05

Response Line Detail

Bid Request Number: 08-155 Addendum 1

Specification Responses		petroleum traders corporation	Sapp Bros Petroluem, Inc						
Line	Description	Mfgr	MfgNo	UOM	QTY	Unit	Extended	Unit	Extended
1	Firm Fixed Margin on Gasoline, Unleaded, Truck Transport Delivery.			Gallons	450000	0.0026	1170	0.035	15750

2	Firm Fixed Margin on Gasoline, Unleaded, Tank Wagon Delivery.	Gallons	30000	0.12	3600	0.11	3300
3	Firm Fixed Margin on Diesel, Ultra Low Sulfur, Truck Transport Delivery.	Gallons	800000	0.0026	2080	0.038	30400
4	Firm Fixed Margin on Diesel, Ultra Low Sulfur, Tank Wagon Delivery.	Gallons	25000	0.12	3000	0.11	2750
5	Bio-Diesel Blending Fee	Gallons	18400	0.03	552	0.058	1067.2
Total					10402		53267.2

Response Attribute Detail

Bid Request Number 08-155 Addendum 1

Specification Responses

Line	Attribute Name	Type	Response	Response
Header	Specifications	Checkbox	Yes	Yes
Header	Instructions to Bidders	Checkbox	Yes	Yes
Header	Insurance Requirements	Checkbox	Yes	Yes
Header	Sample Contract	Checkbox	Yes	Yes
Header	Electronic Signature	Checkbox	Yes	Yes
Header	Affirmative Action	Checkbox	Yes	Yes
Header	Renewal is an Option	List of Values	Yes	Yes
Header	Bid Response Information	Checkbox	Yes	Yes
Header	Contact	Short Text	gayle newton	Chuck Swerczek
Header	Term Clause of Contract	Short Text	b, margin fixed for contract	Yes
Header	Primary Terminal	Short Text	lincoln	Lincoln Tereminal
Header	Omaha Freight Differential	Numeric	.05	.0350
Header	Omaha Freight Differential	Numeric	.055	.05
Header	Geneva Freight Differential	Numeric	0	0350
Header	Geneva Freight Differential	Numeric	0	.05
Header	Split Load Charge	Numeric	35.00	25.00
Header	Equipment Fill Charge	Numeric	50.00	35.00
Header	Diesel Fuel Additive	Numeric	.03	22.50
Header	Bio Diesel Supplier	Short Text	agp ag processing, inc	AGP or Western Petroluem
Header	Electronic Funds Transfers (EFT)	Checkbox	Yes	Yes
Header	30 Day Payment Differential Percentage		0	1
Header	15 Day Payment Differential Percentage		0	0
Header	Agreement to Addendum No. 1	Checkbox	Yes	Yes

ADDENDUM #2

Issue Date:08/29/2012

SPECIFICATION NO.12-225 FOR

ANNUAL SUPPLY OF MOTOR FUELS

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. Have there been any addendums released?
See Bid Heading for this answer.
2. Will an award decision be made during or before a board meeting?
The Departments involved make the award decision.
3. When is your next board meeting?
This is question is not applicable to this bid.
4. What is the anticipated award date?
1-3 weeks after the bid closes
5. After the opening, when will preliminary tabulations be available?
Within 5 minutes on our ebid site.
6. Is the contract extension mutually agreed upon?
Yes
7. Have you or are you willing to split the transport and tank wagon portions of the bid?
If it is in the best interest of the Owners
8. What are your average tank wagon/bobtail load sizes for each product?
The specifications indicate the average size for these loads.
9. What are your average transport/semi load sizes for each product?
The specifications indicate the average size for these loads.
10. Will any deliveries be split between locations?
This may occur.
11. What are your general delivery hours?
7am - 4pm
12. Will you accept deliveries after 6 PM?
No. Due to the fact that a signature is required for delivery.

13. Are any of your tanks above ground?
Yes. The landfill tank, Park NW, Densmore Park, all Golf Courses and all locations listed on Attachment A except Cherrycreek, Malcolm and Raymond are above ground.
14. If so, will they require a pump?
Yes
15. What are your payment terms?
This is in the specifications
16. Should Federal Lust Fee, Federal Oil Spill Liability Fee and Nebraska Environmental Impact Fees be included in the bid prices/margins?
This information is in the specifications
17. Can you provide a list of vendors who received this bid?
No. It is available world wide on our ebid site. All fuel bid suppliers can view and respond.
18. How long have you been with your current vendors?
4 years
19. For the firm fixed pricing, how long after the opening are we required to hold our price?
There is not Line Item for fixed pricing. It is only an option that needs to be made available to the Owners.
20. If there a shift up or down in NYMEX fuel prices, are we able to adjust our final price accordingly if we are determined to be the low bidder for firm pricing?
See #19.
21. Additionally, it appears that you are asking for freight rates to be listed on lines 19 and 20. Is freight then to be excluded from the bid margins/prices?
Attribute 19 and 20 refer to the additional charge for use of the Geneva or Omaha terminals. This rate is in addition to the margin rate in the Line Items.

End of Addendum

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence
	\$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - d. Contractual Liability coverage shall be included.
 - e. Products Liability and/or Completed Operations coverage shall be included.
 - f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

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

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 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 and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

20.1 Depending on the type of service and 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. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission 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, County and City-County Public Building Commission will furnish copies of a 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 and dated.

2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).

3. The City, County and City-County Public Building Commission will sign and date the Contract.

4. Upon approval and signature, the City, County and City-County Public Building Commission 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.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

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.

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.

**Advertise 2 times
Wednesday, August 22 and
Wednesday, August 29, 2012**

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

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Friday, September 7, 2012** for providing the following:

**Annual Supply of Motor Fuels
Bid No. 12-225**

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")

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8309 or (402) 441-7410 or rwalla@lincoln.ne.gov



Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name The City of Lincoln				Name Whitehead Oil Co.			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 2537 Randolph St.			
City Lincoln	State NE	Zip Code 68508		City Lincoln,	State NE	Zip Code 68510	

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

YES NO

YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
(exempt entity)

Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

**sign
here** ▶

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

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.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



Nebraska Resale or Exempt Sale Certificate

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lancaster County			Name Whitehead Oil Co.		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 2537 Randolph St.		
City Lincoln	State NE	Zip Code 68508	City Lincoln,	State NE	Zip Code 68510

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here →

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

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INSTRUCTIONS

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WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

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1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



Nebraska Resale or Exempt Sale Certificate

FORM

13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name Lincoln-Lancaster County Public Building Commission				Name Whitehead Oil Co.			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 2537 Randolph St.			
City Lincoln	State NE	Zip Code 68508		City Lincoln,	State NE	Zip Code 68510	

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
(exempt entity)

Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here →

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

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.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

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City Clerk

Bid Request Number 12-225 Addendum 2
Title Annual Supply of Motor Fuels
Description
Bid Type Bid
Issue Date 8/22/2012 4:00:01 PM Central
Close Date 9/7/2012 12:00:00 PM Central

Organization
Bid Creator Lincoln Purchasing
Email Robert Walla Asst. Purchasing Agent
Phone rwalla@lincoln.ne.gov
Fax 1 (402) 441-8309
 1 (402) 441-6513

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
Hartland Fuel Products LLC	Onalaska	WI	9/7/2012 11:27:35 AM CST	2	\$24,193.00
Whitehead oil co.	Lincoln	NE	9/7/2012 11:25:37 AM CST	4	\$42,539.20
Sapp Bros Petroluem, Inc	Lincoln	NE	9/7/2012 11:50:49 AM CST	4	\$60,778.00
petroleum traders corporation	Fort Wayne	IN	9/6/2012 3:30:49 PM CST	4	\$94,029.28

Response Notes

Supplier	Line	Notes
Hartland Fuel Products LLC	2	.0339 for dyed product

Whitehead oil co.	1	BASED ON PHILLIPS 66 UNBRANDED PRICING EFFECTIVE 9-6-12 6:00PM. E10 UNLEADED FUEL 89 OCTANE
	2	BASED ON PHILLIPS 66 UNBRANDED PRICING EFFECTIVE 9-6-12 6:00PM
	3	BASED ON PHILLIPS 66 UNBRANDED PRICING EFFECTIVE 9-6-12 6:00PME10 UNLEADED FUEL 89 OCTANE
	4	BASED ON PHILLIPS 66 UNBRANDED PRICING EFFECTIVE 9-6-12 6:00PM

Bid No. 12-225 Addendum 2

Specification Responses		Hartland Fuel Products LLC		Whitehead oil co.		Sapp Bros. Petroleum, Inc		petroleum traders corporation			
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended		
1	Octane Truck Transport Delivery Bid Margin Rate per gallon only!	Gallons	482000	\$0.03	\$12,580.20	\$0.02	\$8,676.00	\$0.04	\$16,870.00	\$0.05	\$24,051.80
2	Ultra Low Sulfur Diesel Fuel Transport Truck Delivery Bid Margin Rate per gallon only! Red Dye and Clear Fuel	Gallons	382000	\$0.03	\$11,612.80	\$0.02	\$6,876.00	\$0.04	\$14,516.00	\$0.06	\$22,576.20
3	Octane Tank Wagon Delivery Bid Margin Rate per gallon only!	Gallons	50200			\$0.10	\$5,070.20	\$0.11	\$5,522.00	\$0.18	\$8,905.48
4	Ultra Low Sulfur Diesel Fuel Tank Wagon Delivery Bid Margin Rate per gallon only! Red Dye and Clear Fuel	Gallons	217000			\$0.10	\$21,917.00	\$0.11	\$23,870.00	\$0.18	\$38,495.80
			Total		\$24,193.00		\$42,539.20		\$60,778.00		\$94,029.28

Bid No. 12-225 Addendum 2

Specification Responses		Hartland Fuel Products LLC	Whitehead oil co.	Sapp Bros Petroleum, Inc	petroleum traders corporation
Line	Attribute Name	Response	Response	Response	Response
Header	Electronic Signature	Yes	Yes	Yes	Yes
Header	Instructions to Bidders	Yes	Yes	Yes	Yes
Header	Contact	Jeff Mackeben	Alan Makovicka	Chuck Swerczek	Gayle Newton, Contract Sales Manager
Header	Insurance Requirements	Yes	Yes	Yes	Yes
Header	Sample Contract	Yes	Yes	Yes	Yes
Header	Specifications	Yes	Yes	Yes	Yes
Header	Protest Procedures	Y	Y	Y	Y
Header	Equipment List and Photos	Yes	Yes	Yes	Yes
Header	Terminal Location	Lincoln, Magellan	LINCOLN,NE,PSX,ETER M.	Conoco/Phillips -Lincoln or Magellan- Lincoln	Lincoln terminal
Header	Contractor Must Provide Refer	YES	YES	YES	YES
Header	Emergency Equipment Fill	Yes, there could be holiday or demurrage charges	YES, NO	Yes No	YES will provide; YES, charges to be negotiated at time of request
Header	Numbers in Price Box	Yes	Yes	Yes	Yes
Header	Bid award	Yes	Yes	Yes	Yes
Header	Term Clause of Contract	Yes	YES	Yes	YES
Header	Fixed Pricing Factors	gas min 8000, dsl min 7000	n/a	Fixed Contracts require 42,000 gal per month purchase. We would be able to spread out over 3 months to pull	Please see attached Firm Fixed prices per gallon clauses.
Header	Alternative Pricing Proposals	no	NO	Yes	NO
Header	Late Payment Differential	variable depending on circumstance	0	over 30 days 1%	.3
Header	Fuel Additive Brand and Pricing	Power Service additive \$5.00 per gallon	HOWES 19.98/GALLON OR .03/GALLON INJECTED AT TERMINAL	Power Max by Power Service 22.50	Schaeffer Additive #137ND - Summer Premium, Schaeffer Additive #137ULSW - Winter Premium, Schaeffer Additive #300ULSW - Arctic Flow. .0250 per gallon of fuel.
Header	Omaha Freight Differential	gas + .0235 dsl + .0252	.04 FOR BOTH TRANSPORT AND TANK WAGON	Gas.03 Diesel.0350 Tankwagon.05	Gasoline Transport: .0190; Gasoline Tank Wagon: .080; Diesel Transport: .0215; Diesel Tank Wagon: .080
Header	Geneva Freight Differential	gas + .0395 dsl + .0435	TRANSPORT AND TANK WAGON	Gas.03 Diesel.0350 Tankwagon .05	No Bid
Header	Split Load Charge	50 split	\$30.00	25.00	\$40
Header	Agreement to Addendum No. 1	Yes	Yes	Yes	Yes
Header	Agreement to Addendum No. 2	Yes	Yes	Yes	Yes