A-87559
C-13-0480

CONTRACT DOCUMENTS

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

Paint and Related Products - Prime Supplier Contract
Piggyback to
University of Nebraska RFP#2135-13-7215

Contractor:

Diamond Vogel
5900 South 57th Street
Lincoln, NE 68516

CITY OF LINCOLN, LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION, AND LANCASTER COUNTY, NEBRASKA,
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into by and between **Diamond Vogel, 5900 South 57th Street, Lincoln, NE 68516** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, the County of Lancaster, Nebraska, a political subdivision, and the Lincoln-Lancaster County Public Building Commission, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the University of Nebraska and Diamond Vogel, RFP #2135-13-7215, dated July 1, 2013, which was prepared in accordance with the University of Nebraska's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver Paint and Related Products for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the University of Nebraska and Diamond Vogel, RFP #2135-13-7215, dated July 1, 2013; and

WHEREAS, the Contractor, in response to the Owners' request to participate in said agreement, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the University of Nebraska and Diamond Vogel, RFP #2135-13-7215, dated July 1, 2013 for Paint and Related Products, with only those exceptions stated herein; and

WHEREAS, the University of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, 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 University of Nebraska and Diamond Vogel, RFP #2135-13-7215 dated July 1, 2013, 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 hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Janitorial and Sanitation Supplies for the Owner's various departments, agencies and divisions as the Owners may determine.

2. Term of the Contract. This Contract shall be effective upon execution by both parties. The term of the Contract shall be July 1, 2013 through June 30, 2016.

   2.1 Upon conclusion of the initial term, the contract may be renewed for two (2) additional one (1) year terms with mutual written agreement by both parties not to exceed the term of the current University of Nebraska contract

2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of items will be pursuant to University of Nebraska and Diamond Vogel, RFP # 2135-13-7215, dated July 1, 2013.

3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the University of Nebraska shall be made available to the Owners.

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed $9,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed $54,000.00 during the contract term without approval. The total cost of products or services for the Public Building Commission shall not exceed $6,000.00 during the contract term without approval by the Board of the Public Building Commission.

4. 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 Owner's 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.

5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lincoln-Lancaster County Public Building Commission, and Lancaster County),their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the direct acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

6. 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.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, the Lincoln-Lancaster County Public Building Commission, and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the Lincoln-Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, and the County of Lancaster, Nebraska, and the Lincoln-Lancaster County Public Building Commission.

8. Termination. This Contract may be terminated by the following:

8.1 Termination for Convenience. Either party may terminate this Contract upon fourty-five (45) days written notice to the other party for any reason without penalty.

8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:

8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver Paint and related products .

8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.

8.2.3 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.

8.3 Upon termination for any reason, the Owner shall pay Diamond Vogel for all outstanding invoices and all costs and expenses associated with orders placed by Contractor up to the date of termination. Buyer shall pay such amounts to Diamond Vogel within thirty (30) days of the date of invoice. If Owner terminates this Agreement due to the default of the Contractor, Contractor shall reimburse Owner for the documented direct and reasonable expenses Owner incurs as a result of the termination.

9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the University of Nebraska and Diamond Vogel, RFP #2135-13-7215, dated July 1, 2013.

10. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the 'Insurance Clause for All Contracts Lancaster County, Nebraska; Public Building Commission, City of Lincoln, Nebraska' attached hereto and incorporated by this reference. The City of Lincoln, the Lincoln/Lancaster County Public Building Commission and Lancaster County, Nebraska shall be named as additional insured with regard to the performance of the contract services.

11. 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.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. University of Nebraska, RFP #2135-13-7215, dated July 1, 2013
3. Insurance Certificate
4. Nebraska Resale or Exempt Sale Certificate, Form 13

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

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:

Teresa J. Meier
City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Resolution Order No. 87559

dated September 16, 2013

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

for William Fahrens
County Law Department

The Board of County Commissioners of Lancaster County, Nebraska

Dated: 10/1/13

EXECUTION BY PUBLIC BUILDING COMMISSION

Rod Confer
Lincoln-Lancaster County PBC Attorney

Lincoln-Lancaster County Public Building Commission

Dated: October 8, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

Diamond Vogel Paints
Name of Corporation

5900 S. 57th St.
(Address) LINCOLN, NE 68516

By: Duane Backhaus
Duly Authorized Official

Operations Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

_____
Name of Organization

_____
Type of Organization

_____
(Address)

By:_____
Member

By:_____
Member

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

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.

UNIVERSITY OF NEBRASKA
SHORT FORM AGREEMENT

THIS AGREEMENT, is made effective on the **1st** day of **July, 2013**, by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA,** a public body corporate and agency of the State of Nebraska, for and on behalf of the University of Nebraska ("the University"), and **DIAMOND VOGEL** whose address is 5900 S. 57th Street, Lincoln, NE 68516 ("the Contractor").
The Contractor and the University agree to the following terms and conditions:

SECTION 1. THE WORK.
The Contractor shall furnish paint and related products to the University of Nebraska on an as needed basis (hereinafter called "the Work") as provided in the Contract Documents which shall consist of the Agreement and the following documents, which are incorporated by reference into and made a part of this agreement: University of Nebraska-Lincoln **RFP #2135-13-7215 – Paint and Related Products – Prime Supplier Contract** and Diamond Vogel response dated May 29, 2013.

Term: Term of the contract shall be for a period of three (3) years beginning July 1, 2013 and expiring June 30, 2016. With mutual agreement between UNL and Diamond Vogel, this contract may be extended for two (2) additional one year periods by either party giving the other written notice, no less than sixty (60) days prior to the end of the term, with their request to extend the contract. The length of the contract in its entirety will not exceed five (5) years.

SECTION 2. PAYMENT SCHEDULE.
The University shall pay the Contractor for all deliveries accompanied with delivery/billing invoices on an order by order basis. Payment terms shall be on a NET 30 basis.

EXHIBITS:
A) Market Basket Pricing
B) Discount Schedule

SECTION 3. INSURANCE AND BONDING.
The Contractor shall provide certificates of insurance and payment and performance bonds as set forth in the Contract Documents.

SECTION 4. INSPECTION.
The University may perform periodic or continuous inspection of the Contractor's performance of the Work. Such inspection by the University shall not relieve the Contractor of its duty and obligation to supervise and perform the Work as required by the Contract Documents.

SECTION 5. NONDISCRIMINATION AND WORKPLACE CONDUCT.
The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Work, with respect to hire, tenure, terms, conditions, or privileges of employment because of such person's race, color, religion, sex, disability or national origin. The Contractor further agrees that its employees and representatives and the employees and representatives of its subcontractors shall comply with all rules and regulations of the University pertaining to workplace conduct, and that any such employee or representative in violation of the University's rules and regulations pertaining to workplace conduct shall be removed from the site of the Work and from property of the University.

SECTION 6. BINDING EFFECT AND ASSIGNMENT.
The Contract Documents shall be binding upon the University and the Contractor, and their respective subcontractors, successors, and assigns. Neither the University nor the Contractor may assign this Agreement without the duly authorized written consent of the other.

SECTION 7. GOVERNING LAW AND DISPUTE RESOLUTION.
The Contract Documents shall be construed, interpreted, and enforced in accordance with the laws of the State of Nebraska. Any dispute arising under the Contract Documents which is not settled by agreement of the parties shall be resolved in accordance with Nebraska law in a court of competent jurisdiction located in Lancaster County, Nebraska. Pending settlement or final decision in any judicial proceedings relating to dispute arising under the Contract Documents, the Contractor shall proceed diligently with the performance of the Work in accordance with the decision of the University.

SECTION 8. TERMINATION.
(a) The University may terminate this Agreement for cause at any time if the Contractor is in material breach of the Contract Documents or fails to make substantial progress toward performance of the Work. In the event of such a breach or failure to make substantial progress, the University shall provide the Contractor with no less than ten (10) days advance written notice that it intends to terminate this Agreement unless the breach or failure to make substantial progress is cured by the Contractor. If after such written notice, the Contractor fails to cure the breach or failure to make substantial progress, the University may terminate this Agreement and pursue all legal remedies available to it.

(b) The University may also terminate this Agreement without cause by giving written notice to the Contractor of its intention to terminate the Agreement. Upon receipt of such notice, the Contractor shall immediately stop performance of the Work. The University shall be obligated to pay Contractor for all portions of the Work completed as of the date of the Contractor's receipt of such written notice.

SECTION 9. LB403 COMPLIANCE.
The successful bidder, on behalf of itself and any subcontractor to the Contract agrees that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended.

SECTION 10. DEBARMENT.
The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (contract), by any governmental department or agency. If the contractor cannot certify this statement, submit a written explanation for review by the University.

SECTION 11. ENTIRE AGREEMENT AND AMENDMENT.
The Contract Documents comprise the entire agreement of the parties as to the subject matter set forth therein. The Contract Documents may not be amended or modified except in a writing that is signed by properly authorized representatives of both of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first stated above.

DIAMOND VOGEL

Signature: J Wallace

Printed Name: James C. Wallace II

Title: Sales Representative

Date: 7-1-13

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

Signature: Gary L Knoff 6-25-13

Printed Name: Gary Knoff

Title: Director UNL Procurement Services

Date: 6-25-13

EXHIBIT A-Market Basket

University of Nebraska-Lincoln (Procurement Services)
Individual Award

Bid Information		Contact Information		Ship to Information	
Bid Creator	Dustin Kotik Senior Sourcing Specialist	Contact	Dustin Kotik Senior Sourcing Specialist	Contact	
Email	dkotik1@unl.edu	Address	1700 Y Street	Address	1700 Y Street
Phone	1 (402) 472-5881				Lincoln, NE 68588-0645
Fax	1 (402) 472-2246		Lincoln, NE 68588-0645	Telephone	1 (402) 472-2126
		Telephone		Fax	1 (402) 472-2246
Bid Number	2135-13-7215	Fax		Email	ebid@unl.edu
Title	Paint & Related Products - Prime Supplier Contract	Email	ebid@unl.edu		
Bid Type	RFP - Request for Proposal				
Issue Date	05/07/2013				
Close Date	5/30/2013 3:00:00 PM CT				
Alternates					

Supplier Information		Supplier Notes
Company	Diamond Vogel	We have enjoyed the opportunity as the prime paint supplier over the last 5 years and hope our bid will be accepted so we can offer even more years of service to the university.
Contact	James L Wallace	
Address	5900 South 57th Street	
	Lincoln, NE 68516	All of Diamond Vogels factories are within 200 miles of Lincoln including Van Sickle MFG here in Lincoln which is where our barn paint is made right here in Lincoln.
Telephone	1 (402) 423-2501	
Fax	1 (402) 423-0416	
Email	jim.wallace@diamondvogel.com	We are a familiy owned company and are ranked #7 worldwide in paint only sales (See WPCIA world rankings)
Submitted	5/29/2013 2:51:52 PM CT	

Bid Messages

Line Items

#	UOM	Description	Qty	Response	Extended
1.1	Each	Sand Paper, 3M 9001NA, 9" x 11" Sheets, fine grade	1	$1.59	$1.59
	Supplier Notes:				
1.2	Each	Sand paper, 3M9004, 9" x 11" Sheets Extra Course Grade.	1	$1.45	$1.45
	Supplier Notes:				
1.3	Each	Paint Scrapper, 2 1'2", Carbide AllPro Product Number 80020.	1	$10.98	$10.98
	Supplier Notes:				

1.4	Each	Warner #112, Utility Window Scrapper Razor Blades - Single Edge, Industrial.	1	$3.54	$3.54
	Supplier Notes: 100 pack of blades				
1.5	Each	Wooster R295, Roller Brush 9" - 1/2" Nap	1	$3.29	$3.29
	Supplier Notes:				
1.6	Each	Wooster R-296, Roller Brush 9" - 3/4" Nap	1	$3.58	$3.58
	Supplier Notes:				
1.7	Each	Wooster-Sherlock R017, Roller Handle, 9"	1	$6.65	$6.65
	Supplier Notes:				
1.8	Each	Wooster R241, Roller Brush 7" - 3/4" Nap	1	$2.65	$2.65
	Supplier Notes:				
1.9	Each	Regular Size, Roller Paint Pan, Aluminum	1	$3.89	$3.89
	Supplier Notes: Besst Leibco gallon steel tray quoted, wooster version only 1/2 gallon size.				
	Note: All Products purchased from Diamond Vogel receieve a 2% rebate/award at the end of the year. The discount has not been subtracted from these prices.				
1.10	Each	Purdy #716341010102, Paint Brush, 2 1/2", Latex	1	$14.59	$14.59
	Supplier Notes: Wooster u/p Mink firm possible replacement for less money $9.17 each, same if not better quality				
1.11	Each	Purdy #716341007805. Paint Brush 1", Latex	1	$7.54	$7.54
	Supplier Notes:				
1.12	Each	Purdy #716341015305. Paint Brush, 3", Latex	1	$16.50	$16.50
	Supplier Notes: Wooster Alpha nylon possible replacement for less money $13.30 each, same if not better quality				
1.13	Each	Purdy #716341000509. Paint Brush, 2 1/2", Oil	1	$10.96	$10.96
	Supplier Notes: Wooster ohio trimmer possible replacement for less money $9.28 each, same if not better quality				

1.14	Each	AllPro #80108. Putty Knife, 1 1/2".	1	$.90	$.90
	Supplier Notes:				
1.15	Each	AllPro - Broad Knife, 6" Trim Brush.	1	$5.13	$5.13
	Supplier Notes:				
1.16	Each	Scotch Brand Product #2090. Blue Paint Tape, 1 1/2" x 60 Yds	1	$2.68	$2.68
	Supplier Notes:				
1.17	Each	Scotch #2080 Blue Paint Tape, 1" x 60 yds	1	$5.05	$5.05
	Supplier Notes:				
1.18	Each	Rimaco #12206 Masking paper, 180 ft Roll, 6" x 60 Yds	1	$1.02	$1.02
	Supplier Notes:	Brown $1.02 each, Green $1.15 each Both 6" x 180' Trimaco paper. The green is Lacquer resistant, the brown is not.			
1.19	Each	Sherwin Williams Product Number R295 Labmswool roller cover	1	$3.29	$3.29
	Supplier Notes:	Note: All products purchased from Diamond Vogel recieve a 2% rebate/award at the end of the year. The discount has not been subtracted from these prices. R295 Roller cover is a Wooster prodict code from line 1.5			
1.20	Box	Sherwin Williams Product Number 105285W paint rags.	1	$8.99	$8.99
	Supplier Notes:	unknown if this product is fabric or paper rags.10# box all white at $11.95 per box or $1.19 per pound. Rags in a box 200ct are $8.99 a box (paper not fabric) quoting this one			
2.1	Each	Fiberglass - Ladder, (jw) add 4,6,8, also10 foot, 300# Weight Capacity	1	$.01	$.01
	Supplier Notes:	The 4 ladder prices are as follows: WR620-040 4' 300# $98.32 WR620-060 6' 300# $127.64 WR620-080 8' 300# $166.58 WR620-010 10' 300# $258.94			
2.2	Each	Canvas Drop Cloth, 4' x 15', (6 - 7 Ounce Fabric Weave)	1	$8.09	$8.09
	Supplier Notes:				
2.3	Each	Canvas Drop Cloth, 12' x 15" (9 - 11 Ounce Fabric Weave)	1	$31.20	$31.20
	Supplier Notes:				

2.4	Each	Plastic Drop Cover, Embossed 9' x 12', 2 Mil Thick	1	$2.33	$2.33
	Supplier Notes:				
2.5	Each	Caulk, Easy Gun, 35 Year Interior / Exterior	1	$1.76	$1.76
	Supplier Notes: actual DAP easy gun line avaialble in many colors, not a copy				
2.6	Gallon	All Purpose Joint Compound	5	$3.08	$15.40
	Supplier Notes:				
3.1	Gallon	D.I.F. Wall Paper Stripper - 1 Gallon.	1	$18.38	$18.38
	Supplier Notes:				
3.2	Gallon	Acetone - 1 Gallon.	1	$12.20	$12.20
	Supplier Notes:				
3.3	Gallon	AllPro Lacquer Thinner	1	$10.55	$10.55
	Supplier Notes:				
4.1	Gallon	Old Masters Interior Penetrating Stain Golden Oak. 1 Gallon.	1	$21.49	$21.49
	Supplier Notes:				
5.1	Gallon	Diamond Vogel Hide - Interior Egg Shell	1	$11.25	$11.25
	Supplier Notes: This was in Assure Eggshell DE1655				
5.2	Gallon	Diamond Vogel chalk gray egg shell	1	$11.25	$11.25
	Supplier Notes: This was in Assure Eggshell DE1655				
5.3	Gallon	Diamond Vogel Permacryl Exterior Flat	1	$22.00	$22.00
	Supplier Notes: matches Sherwin Williams superpaint exterior 35 degree application				
5.4	Gallon	Diamond Vogel Permacryl Exterior Semi-Gloss	1	$23.50	$23.50
	Supplier Notes:				

5.5	Gallon	Diamond Vogel Permacryl Exterior Satin	1	$22.95	$22.95
	Supplier Notes:				
5.6	Gallon	Diamond Vogel Weather Plate Exterior Flat	1	$15.65	$15.65
	Supplier Notes:	Everycryl to replace Weatherplate, exact same quality just 35 degree application added to product			
5.7	Gallon	Sherwin William Product Number 404-3238, Exterior, Fire retardant flat latex stadium gray. Part number MHGEN01016	1	$56.00	$56.00
	Supplier Notes:	Matches or is Flame control 20/20 latex intumecent coating MHGEN01016 All Flame control products have a 1 year shelf life so they are ordered from manufacturer. Add $14.00 freight to the bidded price.			
5.8	Gallon	Sherwin Williams Product Number B20W02651 Belgian Gray	1	$13.50	$13.50
	Supplier Notes:	B20W02651 Pro mar 200 Eggshell zero voc Zero plus DE1665 cross match see attached data sheet			
5.9	Gallon	Sherwin Williams Product Number 375-0109936 Pro plus gloss mountain fog	1	$13.50	$13.50
	Supplier Notes:	375-0109936 pro mar 200 eggshell zero voc Zero plus DE1665 cross match see attached data sheet			
5.10	Gallon	Sherwin William Product Number B20W02207 Seal Grip snow shadow	1	$13.50	$13.50
	Supplier Notes:	B20W02207 pro mar 200 eggshell zero voc Zero plus DE1665 cross match see attached data sheet			
5.11	Gallon	Sherwin Williams Product Number B20W02651 Seal Grip baby's breath	1	$13.50	$13.50
	Supplier Notes:	B20W02651 pro mar 200 eggshell zero voc Zero plus DE1665 cross match see attached data sheet			
5.12	Gallon	Sherwin Williams Product Number B20W02251 Chalk gray egg shell	1	$13.50	$13.50
	Supplier Notes:	B20W02651 pro mar 200 eggshell zero voc Zero plus DE1665 cross match see attached data sheet			
5.13	Gallon	Paint Primer Sealer, White	1	$11.97	$11.97
	Supplier Notes:	primer sealer available in gallon containers. We sell cheaper primer in 5 gallon quantities called pro max, see attached data sheets.			

5.14	Gallon	Paint Enamel Undercoat, White	1	$15.99	$15.99

Supplier Notes: Latex enamel undercoater not a primer sealer.
Mill Max DU1508 data sheet attached

Award Total

$493.74

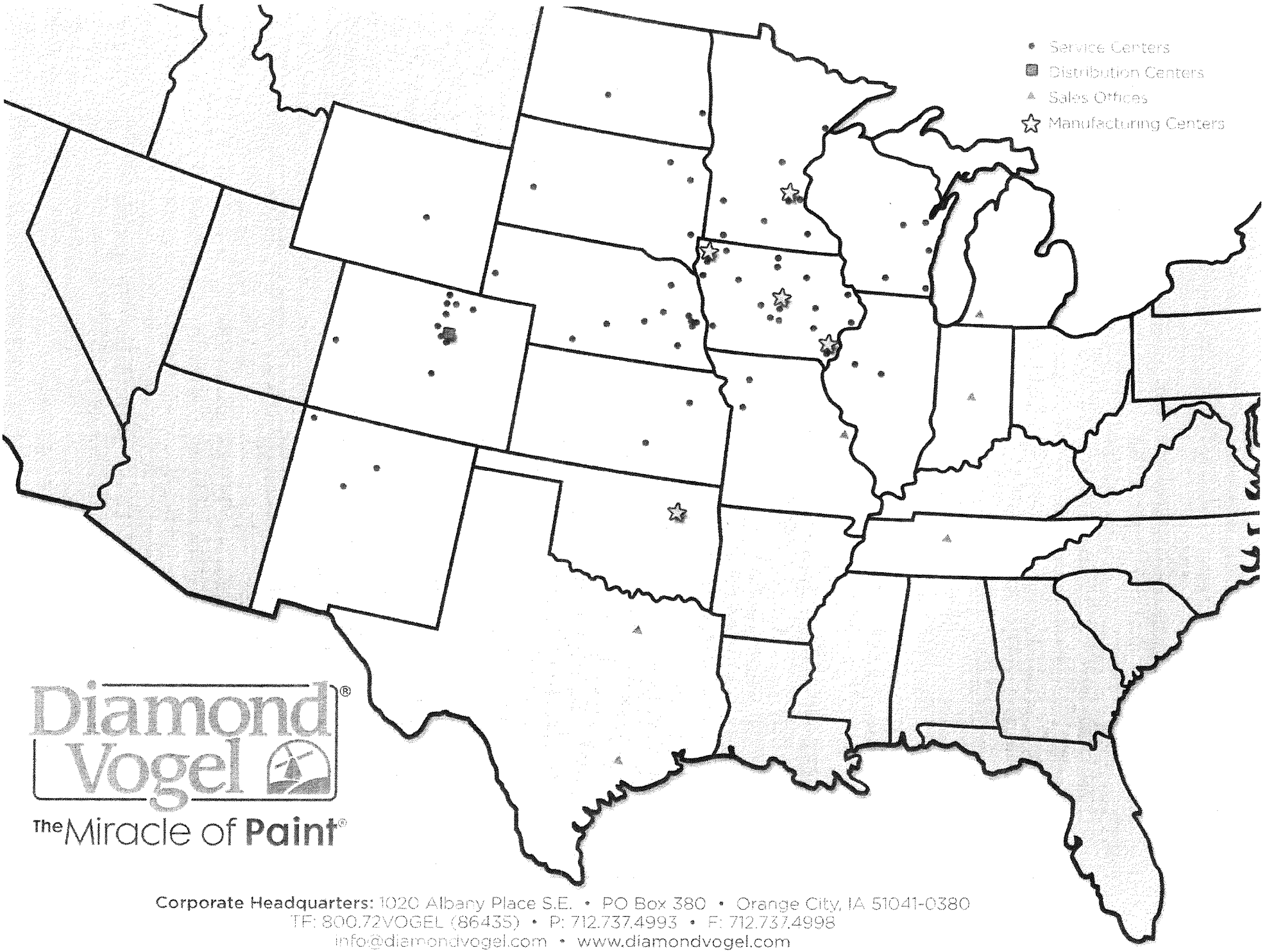
EXHIBIT B-Discount Schedule

Discount pricing from **Diamond Vogel** will apply to all items not included in the Market Basket of items and will be based on a fixed minimum percent (%) discount off the most recent published catalog price list or current shelf price. This discount will remain unchanged for the term of the contract.

Paint: 35% minimum discount off shelf price discount to customers.

Sundries: 21% minimum discount off shelf price discount to customers.

All proposed pricing in the Market Basket must remain firm for a period of twelve (12) months. Thereafter, prices may be adjusted only at the end of each twelve (12) month period. The University requires a thirty (30) day advance notice of all pricing changes. These notifications must be accompanied by supporting documentation outlining the changes in cost to the supplier and are subject to approval by the University. All price decreases will be automatically passed on to the University. The University will acknowledge in writing acceptance or refusal of all price change notifications.



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Fax: (303) 442-7453
boulder@diamondvogel.com

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Phone: (719) 473-6982
Fax: (719) 473-6800
coloradosprings@diamondvogel.com

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4500 East 48th Avenue
Mailing Address:
PO Box 16358, (ZIP) 80216-0388
Phone: (303) 333-5111
Fax: (303) 322-2294
Phone: (303) 332-4499 *(Store)* 702
Fax: (303) 322-2294
denver@diamondvogel.com

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410 Jefferson Street
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Fax: (970) 867-5637
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Fax: (970) 339-2489
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Westland Plaza Shopping Center
1025 Quail Street Units 25/26
Phone: (303) 233-2863
Fax: (303) 233-4270
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Littleton, CO 80122 — 707
250 East Dry Creek Road, Unit 110
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Fax: (303) 798-1382
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Fax: (303) 772-0025
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Loveland, CO 80538 — 767 ❖
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Fax: (970) 593-6319
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Phone: (309) 829-1414
Fax: (309) 829-2609
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Peoria, IL 61602 — 630 ❖
210 State Street
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Fax: (309) 637-7500
peoria@diamondvogel.com

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118 East Lincoln Way
Phone: (515) 232-1057
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ames@diamondvogel.com

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PO Box 247
Phone: (319) 754-8408
Fax: (319) 754-8400
burlington601@diamondvogel.com

Burlington, IA 52601 *(Store)* — 602 ❖
3200 Division Street, Suite A
Phone: (319) 753-5846
Fax: (319) 208-0904
burlington@diamondvogel.com

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604 East 18th Street
Phone: (319) 277-0375
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cedarfalls@diamondvogel.com

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cedarrapids@diamondvogel.com

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Phone: (712) 325-0687
Fax: (712) 325-0388
councilbluffs@diamondvogel.com

Davenport, IA 52807 — 221 ❖
3728 Eastern Avenue
Phone: (563) 391-2200
Fax: (563) 388-9102
davenport@diamondvogel.com

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Fax: (515) 255-3424
desmoines@diamondvogel.com

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fortdodge@diamondvogel.com

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Phone: (319) 337-9643
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104 East Linn Street
Phone: (641) 753-5222
Fax: (641) 753-3387
marshalltown@diamondvogel.com

Marshalltown, IA 50158 *(Factory)* — 201 ■
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Mailing Address:
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1025 South Federal Avenue
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Phone: (641) 423-8526
Fax: (641) 423-7846

Newton, IA 50208 — 277
116 North 2nd Avenue W.
Phone: (641) 792-5647
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newton@diamondvogel.com

Orange City, IA 51041 *(Store)* — 278
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Phone: (712) 737-2476
Fax: (712) 737-4148
sales@vogeltraffic.com

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1020 Albany Place S.E.
PO Box 80
Phone: (712) 737-4993
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orangecity101@diamondvogel.com

Vogel Corporate Support Center — 001
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siouxcity@diamondvogel.com

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Fax: (920) 458-3562
sheboygan@diamondvogel.com

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Fax: (307) 577-0173
casper@diamondvogel.com

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Revised [illegible]

Jim Wallace

From: Jim Wallace
Sent: Monday, July 01, 2013 12:39 PM
To: Dustin Kotik (dustin.kotik@unl.edu)
Subject: managers list, Nebraska

Manager list, Nebraska locations

Omaha Ne Maple street Vince Green
Omaha L street Matt Metzger
Council bluffs: Kevin Brown
Lincoln: Tom Lodge
Fremont: Clint Manning
Columbus: Lynn Hellbusch
Norfolk: Steve Wiedeman
Grand Island: Greg Eirick
Kearney: Jeremy Haines
McCook: Keith Bradley
Scottsbluff: Joanne Ross

Jim Wallace
Architectural/Industrial Sales Representative
jim.wallace@diamondvogel.com
Cell: 402.314.1954

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Lincoln, NE 68516
Ph: 402.423.2501 • Fax: 402.423.0416
www.diamondvogel.com 9770-DV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/30/2013

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

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

PRODUCER	CONTACT NAME: Dee Ann Swanson
Bearence Management Group 1045 76th Street, Suite 4000 West Des Moines IA 50266	PHONE (A/C, No, Ext): (515) 327-8450 FAX (A/C, No): (515) 327-8457 E-MAIL ADDRESS: dswanson@bearence.com PRODUCER CUSTOMER ID #: 00014898

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Vogel Paint Inc #522966 1110 Albany Place SE PO Box 440 Orange City IA 51404-0440	INSURER A: Chartis Specialty Insurance Co.	26883
	INSURER B: Sentry Insurance, A Mutual	21180
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 13-14 GL, AUTO, WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	X		1946668	1/1/2013	1/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 5,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			901550403	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $ 1,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			901550401	1/1/2013	1/1/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Vogel West, Inc. dba Diamond Vogel Paint, 5900 S. 57th Street, Lincoln, NE . Certificate Holder is named as an Additional Insured.

CERTIFICATE HOLDER

City of Lincoln
Purchasing Division
400 South 8th Street, St. 200
Lincoln, NE 68508

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Craig Borwick/DEESWA

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2012

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

PRODUCER

Bearence Management Group
1045 76th Street, Suite 4000

West Des Moines IA 50266

CONTACT NAME: Dee Ann Swanson
PHONE (A/C, No, Ext): (515) 327-8450 FAX (A/C, No): (515) 327-8457
E-MAIL ADDRESS: dswanson@bearence.com
PRODUCER CUSTOMER ID #: 00014898

INSURED

Vogel Paint Inc #522966
1110 Albany Place SE
PO Box 440
Orange City IA 51404-0440

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Chartis Specialty Insurance Co.	26883
INSURER B : Sentry Insurance, A Mutual	21180
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 13-14 GL, AUTO, WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC			1946668	1/1/2013	1/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 25,000 1,000,000 5,000,000 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			901550403	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		901550401	1/1/2013	1/1/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Vogel West, Inc. dba Diamond Vogel Paint, 5900 S. 57th Street, Lincoln, NE 68516 City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission are listed as additional insured.

CERTIFICATE HOLDER

City of Lincoln
Attn: Shelly Hinze
400 South 8th Street, St. 200
Lincoln, NE 68508

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Craig Borwick/DEESWA

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Nebraska Department of REVENUE

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM 13

NAME AND MAILING ADDRESS OF PURCHASER	NAME AND MAILING ADDRESS OF SELLER
Name: The City of Lincoln	Name: Diamond Vogel
Street or Other Mailing Address: 555 South 10th Street	Street or Other Mailing Address: 5900 South 57th Street
City: Lincoln State: NE Zip Code: 68508	City: Lincoln, State: NE Zip Code: 68516

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

I hereby certify that the purchase, lease, or rental of _____ (Description of Item or Service Purchased) 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)

and hold Nebraska Sales Tax Permit Number 01- _____ If None, State Reason _____

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? ☐ YES ☐ NO Was Item Depreciable? ☐ 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) 8-9-13 (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 Department of REVENUE

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• **Read instructions on reverse side/see note below**

FORM 13

NAME AND MAILING ADDRESS OF PURCHASER	NAME AND MAILING ADDRESS OF SELLER
Name: Lancaster County	Name: Diamond Vogel
Street or Other Mailing Address: 555 South 10th Street	Street or Other Mailing Address: 5900 South 57th Street
City: Lincoln State: NE Zip Code: 68508	City: Lincoln State: NE Zip Code: 68516

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 _____

and hold Nebraska Sales Tax Permit Number 01- If None, State Reason _____

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? ☐ YES ☐ NO Was Item Depreciable? ☐ 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) _____ 8-2-13 (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 Department of REVENUE

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• **Read instructions on reverse side/see note below**

FORM 13

NAME AND MAILING ADDRESS OF PURCHASER	NAME AND MAILING ADDRESS OF SELLER
Name: Lincoln-Lancaster County Public Building Commission	Name: Diamond Vogel
Street or Other Mailing Address: 555 South 10th Street	Street or Other Mailing Address: 5900 South 57th Street
City: Lincoln State: NE Zip Code: 68508	City: Lincoln, State: Ne Zip Code: 68516

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 _____

and hold Nebraska Sales Tax Permit Number 01- _____ If None, State Reason _____

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? ☐ YES ☐ NO Was Item Depreciable? ☐ 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 _____ 8-7-13 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 to purchase materials, supplies, labor & service used for the WATER Division of the City of Lincoln. Said services are 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).