10R-281

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CONTRACT DOCUMENTS

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

ANNUAL REQUIREMENTS
FOR
HVAC FILTERS
Bid No. 10-107

Tri Dim Filter Corporation
999 Raymond St.
Elgin, IL 60120
800-544-0094

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

THIS CONTRACT, made and entered into this _____ day of_____2010, by and between **Tri Dim Filter Corporation, 999 Raymond St., Elgin, IL 60120**, 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 HVAC Filters, Bid No. 10-107** 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, excluding items for the work and sums set forth in Line Items #58, #59 and #60 of the Contractor's Proposal/Response, 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 Lines 1 - 57 of proposal.

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

   Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, excluding items for the work and sums set forth in Line Items #58, #59 and #60 of the Contractor's Proposal/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 three (3) year term with the option to renew for one (1) additional one (1) year term.

9. The Contract Documents comprise the Contract, and consist of the following:
   1. Instructions to Bidders
   2. Accepted Proposal/Response
   3. Contract Agreement
   4. Specifications
   5. Special Provisions
   6. 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 Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Resolution _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated 10-19-10

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

for Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

dated 10/12/10

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

D. Hernandez (SEAL)
Secretary

Tri-Dim Filter Corporation
Name of Corporation

93 Industrial Dr., Louisa, VA. 23093
(Address)

By: W. L. LoTiego
Duly Authorized Official

Executive V.P. of Operations
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

Bid Creator	Robert Walla Asst. Purchasing Agent
Email	rwalla@lincoln.ne.gov
Phone	1 (402) 441-8309
Fax	1 (402) 441-6513
Bid Number	10-107
Title	Annual Supply of HVAC Filters
Bid Type	Bid
Issue Date	07/23/2010
Close Date	8/6/2010 12:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68516
Contact	Robert Walla Asst. Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	1 (402) 441-8309
Fax	1 (402) 441-6513
Email	rwalla@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Tri Dim Filter Corporation
Address	999 Raymond St Elgin, IL 60120
Contact	mel Reeves
Department	
Building	
Floor/Room	
Telephone	1 (800) 544 0094
Fax	1 (847) 695 7938
Email	m.reeves@tridim.com
Submitted	8/3/2010 8:00:38 PM CST
Total	$11,353.17

Signature _____

Supplier Notes

Bid Notes

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes

2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Terms & Conditions	I acknowledge reading and understanding the Terms and Conditions.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Mel Reeves
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
8	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
9	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) Yes
10	Delivery	State number of delivery days after receipt of order. FOB to locations throughout the City of Lincoln, NE. Delivery costs have been included in the unit cost for all Line Items.	15 business days

Line Items

#	Qty	UOM	Description	Response
1	3	ea	Disposable Pleated Filter 8 x 15 x 1 (S)	$3.81
	Item Notes:			
	Supplier Notes:			
2	12	ea	Disposable Pleated Filter 10 x 16 x 2 (S)	$3.78
	Item Notes:			
	Supplier Notes:			
3	24	ea	Disposable Pleated Filter 10 x 20 x 1 (S)	$2.08
	Item Notes:			
	Supplier Notes:			
4	30	ea	Disposable Pleated Filter 11 x 15 x 1 (S)	$3.80
	Item Notes:			
	Supplier Notes:			
5	6	ea	Disposable Pleated Filter 12 x 20 x 1 (S)	$2.08
	Item Notes:			
	Supplier Notes:			
6	12	ea	Disposable Pleated Filter 12 x 20 x 2 (H/C)	$2.28
	Item Notes:			
	Supplier Notes:			
7	3	ea	Disposable Pleated Filter 12 x 24 x 1 (S)	$2.08
	Item Notes:			
	Supplier Notes:			
8	6	ea	Disposable Pleated Filter 12 x 24 x 1 (H/C)	$2.28
	Item Notes:			
	Supplier Notes:			

9	40	ea	Disposable Pleated Filter 12 x 24 x 2 (H/C)	$2.28
	Item Notes:			
	Supplier Notes:			
10	24	ea	Disposable Pleated Filter 14 x 16 x 1 (S)	$3.85
	Item Notes:			
	Supplier Notes:			
11	12	ea	Disposable Pleated Filter 14 x 20 x 2 (H/C)	$2.43
	Item Notes:			
	Supplier Notes:			
12	6	ea	Disposable Pleated Filter 14 x 22 x 1 (S)	$4.09
	Item Notes:			
	Supplier Notes:			
13	3	ea	Disposable Pleated Filter 14 x 22 x 2 (S)	$4.09
	Item Notes:			
	Supplier Notes:			
14	3	ea	Disposable Pleated Filter 14 x 25 x 1 (S)	$2.33
	Item Notes:			
	Supplier Notes:			
15	6	ea	Disposable Pleated Filter 15 x 15 x 1 (S)	$3.85
	Item Notes:			
	Supplier Notes:			
16	3	ea	Disposable Pleated Filter 15 x 20 x 1 (S)	$2.18
	Item Notes:			
	Supplier Notes:			

17	12	ea	Disposable Pleated Filter 15 x 23 x 1 (H/C)	$4.28
	Item Notes:			
	Supplier Notes:			
18	36	ea	Disposable Pleated Filter 16 x 16 x 2 (S)	$4.38
	Item Notes:			
	Supplier Notes:			
19	39	ea	Disposable Pleated Filter 16 x 20 x 1 (S)	$2.12
	Item Notes:			
	Supplier Notes:			
20	12	ea	Disposable Pleated Filter 16 x 20 x 1 (H/C)	$2.23
	Item Notes:			
	Supplier Notes:			
21	110	ea	Disposable Pleated Filter 16 x 20 x 2 (S)	$2.18
	Item Notes:			
	Supplier Notes:			
22	300	ea	Disposable Pleated Filter 16 x 20 x 2 (H/C)	$2.36
	Item Notes:			
	Supplier Notes:			
23	12	ea	Disposable Pleated Filter 16 x 24 x 2 (S)	$2.43
	Item Notes:			
	Supplier Notes:			
24	15	ea	Disposable Pleated Filter 16 x 25 x 1 (S)	$2.28
	Item Notes:			
	Supplier Notes:			

25	20	ea	Disposable Pleated Filter 16 x 25 x 1 (H/C)	$2.43
	Item Notes:			
	Supplier Notes:			
26	100	ea	Disposable Pleated Filter 16 x 25 x 2 (H/C)	$2.68
	Item Notes:			
	Supplier Notes:			
27	96	ea	Disposable Pleated Filter 16 x 30 x 1 (S)	$7.70
	Item Notes:			
	Supplier Notes:			
28	3	ea	Disposable Pleated Filter 16 x 32 x 2 (S)	$7.70
	Item Notes:			
	Supplier Notes:			
29	63	ea	Disposable Pleated Filter 17 x 17 x 1 (S)	$3.85
	Item Notes:			
	Supplier Notes:			
30	12	ea	Disposable Pleated Filter 17 x 23 x 1 (S)	$4.09
	Item Notes:			
	Supplier Notes:			
31	12	ea	Disposable Pleated Filter 17 x 26 x 1 (H/C)	$8.18
	Item Notes:			
	Supplier Notes:			
32	33	ea	Disposable Pleated Filter 17 x 35 x 1 (S)	$7.70
	Item Notes:			
	Supplier Notes:			

33	12	ea	Disposable Pleated Filter 18 x 18 x 1 (S)	$4.09
	Item Notes:			
	Supplier Notes:			
34	24	ea	Disposable Pleated Filter 18 x 25 x 1 (H/C)	$2.87
	Item Notes:			
	Supplier Notes:			
35	12	ea	Disposable Pleated Filter 18 x 25 x 2 (S)	$2.63
	Item Notes:			
	Supplier Notes:			
36	24	ea	Disposable Pleated Filter 18 x 30 x 1 (H/C)	$8.18
	Item Notes:			
	Supplier Notes:			
37	6	ea	Disposable Pleated Filter 18 x 36 x 1 (S)	$8.18
	Item Notes:			
	Supplier Notes:			
38	12	ea	Disposable Pleated Filter 19 x 25 x 1 (S)	$4.57
	Item Notes:			
	Supplier Notes:			
39	6	ea	Disposable Pleated Filter 19 x 30 x 1 (S)	$7.70
	Item Notes:			
	Supplier Notes:			
40	21	ea	Disposable Pleated Filter 19 x 38 x 1 (S)	$8.18
	Item Notes:			
	Supplier Notes:			

41	9	ea	Disposable Pleated Filter 19 x 44 x 1 (S)	$9.15
	Item Notes:			
	Supplier Notes:			
42	63	ea	Disposable Pleated Filter 20 x 20 x 1 (S)	$2.28
	Item Notes:			
	Supplier Notes:			
43	300	ea	Disposable Pleated Filter 20 x 20 x 2 (H/C)	$2.55
	Item Notes:			
	Supplier Notes:			
44	3	ea	Disposable Pleated Filter 20 x 20 x 4 (S)	$4.55
	Item Notes:			
	Supplier Notes:			
45	6	ea	Disposable Pleated Filter 20 x 22 x 1 (H/C)	$4.76
	Item Notes:			
	Supplier Notes:			
46	3	ea	Disposable Pleated Filter 20 x 24 x 1 (S)	$2.63
	Item Notes:			
	Supplier Notes:			
47	24	ea	Disposable Pleated Filter 20 x 24 x 2 (S)	$2.63
	Item Notes:			
	Supplier Notes:			
48	9	ea	Disposable Pleated Filter 20 x 25 x 1 (S)	$2.48
	Item Notes:			
	Supplier Notes:			

49	950	ea	Disposable Pleated Filter 20 x 25 x 2 (H/C)	$2.88
	Item Notes:			
	Supplier Notes:			
50	36	ea	Disposable Pleated Filter 20 x 30 x 1 (S)	$3.68
	Item Notes:			
	Supplier Notes:			
51	144	ea	Disposable Pleated Filter 21-1/8 x 21-3/8 x 1 (S)	$4.57
	Item Notes:			
	Supplier Notes:			
52	24	ea	Disposable Pleated Filter 21 x 22 x 1 (S)	$4.57
	Item Notes:			
	Supplier Notes:			
53	12	ea	Disposable Pleated Filter 24 x 24 x 1 (H/C)	$2.87
	Item Notes:			
	Supplier Notes:			
54	100	ea	Disposable Pleated Filter 24 x 24 x 2 (H/C)	$3.37
	Item Notes:			
	Supplier Notes:			
55	48	ea	Disposable Pleated Filter 24 x 28 x 1 (S)	$4.09
	Item Notes:			
	Supplier Notes:			
56	12	ea	Disposable Pleated Filter 28 x 30 x 1 (S)	$19.65
	Item Notes:			
	Supplier Notes:			

57	40	ea	Disposable Pleated Filter 24 x 24 x 6 (MERV-14)	$37.50

Item Notes:

Supplier Notes: Metal cell sides, single header, rigid box filter

58	1	EA	Outdoor Air Inlet Screen Metal Constructed reusable screen 24 3/4 x 19 1/2 x 1 (H/E) 2000 dfm/.5 w.g.	No Bid

Item Notes:

Supplier Notes:

59	4	EA	Resuable Medium Element Can be cleaned and reused up to six (6) times 19 1/2 x 19 1/2 x 5 (H/E) 2000 dfm/1" w.g.	No Bid

Item Notes: Equal or better than Duralife Media Panel Filter P/N P12-5306

Supplier Notes:

60	2	EA	Resuable Medium Element Can be cleaned and reused up to six (6) times 24 x 24 x 2 (H/E) 2000 dfm/.40 w.g.	No Bid

Item Notes: Equal or better than Stoddard Silencers Inc P/N F2-106

Supplier Notes:

Response Total: $11,353.17

SPECIFICATIONS
PLEATED HVAC FILTERS

1. **SUPPLEMENTAL INSTRUCTIONS**

1.1 Furnish and deliver Pleated HVAC Filters as needed by various departments and agencies of the City of Lincoln, Lancaster County and the Public Building Commission.

1.2 Contractor shall provide technical assistance upon request by any department or agency regarding replacement schedules and other requirements for specific filter applications.

1.3 Bidder shall submit bid documents and all supporting material via e-bid.

1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.

1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.

1.5 Term of contract shall be (3) three years with the option to renew for (1) one additional (1) one year term.

1.6 The quantities listed in the Line Item section of the ebid are estimates and do not reflect the exact quantity of product that will be ordered under the contract.

2. **DISPOSABLE PLEATED FILTER REQUIREMENTS**

2.1 Filters shall be classified Class 2 according to UL-900 and able to process air up to 200 degrees F.

2.2 Filters shall be available in **(S) Standard (MERV 8)** and **(H/C) High Capacity (MERV 10)** configurations and available in nominal depths of 1or 2 inches.

2.3 Filter media shall be 100% synthetic and unable to support microbial growth.

2.4 Frame shall be a heavy duty, high strength, moisture resistant, recycled paper board with a cross-member design that increases rigidity and prevents breaching.

2.5 Filters shall have an expanded metal support grid bonded to the air exiting side of the filter to maintain pleat uniformity and to prevent fluttering.

2.6 All filters shall have a final resistance of 1.0" w.g.

2.6.1 Standard **(S)** 1" filters initial resistance shall not exceed .18" w.g. at 375 fpm.

2.6.2 High capacity **(H/C)** 1" filters initial resistance shall not exceed .15" w.g. at 375 fpm.

2.6.3 Standard **(S)** 2" filters initial resistance shall not exceed .19" w.g. at 500 fpm.

2.6.4 High capacity **(H/C)** 2" filters initial resistance shall not exceed .17" w.g. at 500 fpm.

3. **INVOICES AND PAYMENT**

3.1 All orders shall be billed to the individual City of Lincoln, Lancaster County and Public Building Commission agency placing the order.

3.2 Vendor must verify the identity of the person placing an order and receive an authorized signature for all filters picked up and/or delivered. (NO EXCEPTIONS)

3.3 Payment shall be made to vendor based on statements listing the ordering agency, order number and name listed as valid signature received.

Advertise 2 times
Friday, July 23 and
Friday, July 30, 2010

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, August 6, 2010** for the following bid:

Annual Supply of HVAC Filters
Bid No. 10-107

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*

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 2006 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 Purchasing Division provides equal opportunity for all Bidders and encourages minority businesses and women's 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 provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

____ a. The Contract shall consist of a **PURCHASE ORDER** and a copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.

_X_ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the Bidder's bid response attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.

____ c. Three (3) copies of the **CONTRACT,** unless otherwise noted.

1. Owners will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
2. The prepared documents shall be delivered to the Owners within 10 days (unless otherwise noted).
3. The Owners will sign the Contract and insert the date of signature at the beginning of the Contract .
4. Upon approval and signature from the Mayor, County Board and Public Building Commission, the Owners will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22. CITY AUDIT ADVISORY BOARD

22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

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.

SPECIAL PROVISIONS
FOR
COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. ESTIMATED QUANTITIES

1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.

1.2 Items listed may or may not be inclusive of City requirements for this category.

1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.

1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the bid.

2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **three** (3) additional one (1) year renewals. Bidder must indicate on the bid if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

3.1 Bidders must state on the bid if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.

3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:

1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.

4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.

4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.

5.2 Such quarterly report shall itemize the following information:

1. Each ordering department.
2. Items and quantities purchased by department.
3. Total dollar amount of purchases by department

6. TERMINATION OF CONTRACT

6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

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: City of Lincoln	Name: Tri Dim Filter Corporation
Street or Other Mailing Address: 555 South 10th Street	Street or Other Mailing Address: 999 Raymond St.
City: Lincoln State: NE Zip Code: 68508	City: Elgin, IL State: Zip Code: 60120

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? ☐ 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

_____ 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 used for WATER services. Materialsed used for WATER services are taxable per Reg. 066.14A.

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

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: Tri Dim Filter Corporation
Street or Other Mailing Address: 555 South 10th Street	Street or Other Mailing Address: 999 Raymond St.
City: Lincoln State: NE Zip Code: 68508	City: Elgin, IL State: Zip Code: 60120

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? ☐ 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

_____ 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 used for WATER services. Materialsed used for WATER services are taxable per Reg. 066.14A.

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

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: Tri Dim Filter Corporation
Street or Other Mailing Address: 555 South 10th Street	Street or Other Mailing Address: 999 Raymond St.
City: Lincoln State: NE Zip Code: 68508	City: Elgin, IL State: Zip Code: 60120

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? ☐ 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

_____ 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.

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