

**CONTRACT DOCUMENTS
STARTRAN**

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
Antifreeze - StarTran
Quote No. 4416**

**Allied Oil & Supply, Inc.
PO Box 3687
Omaha, NE 68103
(402)344-4343**

**CITY OF LINCOLN
STARTRAN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 22 day of May 2013, by and between **Allied Oil & Supply, Inc., PO Box 3687, Omaha, NE 68103**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply - Antifreeze - StarTran, Quote No. 4416** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has 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 City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The City agrees 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 City:

City 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, at an estimated cost of \$3,318.28/year. The City 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 City 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 City 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 City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City'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.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with an option to renew for one (1) additional two (2) year term.
8. Non-Discrimination Clause. StarTran shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the (Recipient) of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements - N/A
 7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City 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 City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Public Works and Utilities, Director

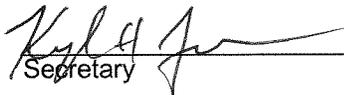
Approved by Directorial Order _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

 _____ (SEAL)
Secretary

Allied Oil + Tire Company
Name of Corporation

2209 So 24th St
(Address)

By: Jamarc Heinson Fowl
Duly Authorized Official

EXEC VP
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address	StarTran 710 J St. Lincoln, NE 68508
Email	ssiemer@lincoln.ne.gov	Contact	Suzanne Siemer Asst. Purchasing Agent	Contact	
Phone	(402) 441-7414		Purchasing	Department	
Fax	(402) 441-6513			Building	
Bid Number	4416	Department		Floor/Room	
Title	Annual Supply - Antifreeze - StarTran	Building	Suite 200	Telephone	
Bid Type	Quote	Floor/Room		Fax	
Issue Date	04/02/2013	Telephone	1 (402) 441-7414	Email	
Close Date	4/9/2013 2:00:00 PM CST	Fax	1 (402) 441-6513		
Need by Date		Email	ssiemer@lincoln.ne.gov		

Supplier Information

Company Allied Oil & Supply, Inc.
 Address PO Box ~~3366~~ 3687
 MS 0655
 Omaha, NE ~~68176~~ ~~68108~~ 68103

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 344-4343 1234
 Fax 1 (402) 344-4360
 Email
 Submitted 4/6/2013 11:21:03 AM CST
 Total \$3,318.28

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	FTA Forms	I have read and accept the terms as listed in the attached FTA Forms and agree to follow those requirements as part of this bid and any subsequent contracts.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Protest Procedures	I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Transit Authority after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.	Yes
7	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
8	Small Business Participation	The City of Lincoln Transit Program(StarTran) wishes to foster small business participation in its bids for products and services purchased for StarTran. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.(If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.) 1) Are you a Small Business according to the NAICS size guidelines? YES or NO? If YES, what is the category you are listed under, the number of employees you have and the average annual receipts? 2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO If YES, name the Sub-Contractors in the space provided. 3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO If NO, why?	NO NO no service is needed finished products

- 9 DBE Information
- The City of Lincoln Transit Program(StarTran) requests Disadvantaged Business Enterprise (DBE) information from each Vendor submitting a bid for products and services. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.
- Are you a registered DBE with the State of Nebraska or any other State or Entity? YES or NO?
 If YES, name the state or entity.

- NO 55 years in business over \$5 million
- What is the age of your business?

- What are the annual gross receipts of your business - List One:
\$0 - \$500,000.00
\$500,000.00 - \$1 Million
\$1 Million - \$5 Million
Over \$5 Million
- 10 Assignability Conditions
- I acknowledge and understand that the Vendor shall not assign any portion of the work to be performed under the terms of a contract or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities hereunder without the prior written consent of the City of Lincoln.
- Yes
- 11 Certification and Warranty
- The documents requested in the specifications under "CERTIFICATION AND WARRANTY", Section 5.1 and 5.2 have been attached to the Response Attachment section of the e-bid response? I further agree that if awarded this contract, an MSDS shall be provided to StarTran at time of first delivery?
- Yes
- 12 Tax Exempt Certification Forms
- Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)
- Yes
- 13 Term Clause with Escalation/De-escalation
- I acknowledge that the term of the contract will be a (2) two year term from the date of the executed contract with the option for (1) one additional (2) two year term.
- (a) Bid prices firm for the first full contract period. YES or NO
- (b) Bid prices subject to escalation/de-escalation YES or NO
- (c) If (b), state period for which prices will remain firm: through _____
- A No B Yes C 6 Months
- 14 Numbers in Price Box
- I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items.
- Yes

- | | | | |
|----|----------------------|--|--------------|
| 15 | DUNS Requirement | <p>A DUNS (Data Universal Numbering System) Number is required to award a Federal Grant contract. Please list your DUNS number in the space provided.

</p> <p>If you do not have a DUNS number go to http://fedgov.dnb.com/webform/CCRSearch.do

</p> <p>Failure to obtain a DUNS number may result in the rejection of your bid.</p> | 007496284 |
| 16 | SAM Requirement | <p>Vendors must be registered with the System for Award Management (SAM) system to be eligible for award on this bid due to the use of Federal Grant funds. Are you registered with SAM? YES or NO

</p> <p>IF NO, YOUR BID MAY BE REJECTED

</p> <p>To register in the SAM system go to www.sam.gov - Click: Create User Account.</p> | Yes |
| 17 | Contact | Name of person submitting this bid: | Corby Flagle |
| 18 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

#	Qty	UOM	Description	Response
1	8	EA	Concentrate Coolant/Antifreeze BID ONE GALLON CONTAINER	\$9.76

Manufacturer: PEAK or Equal Manufacturer #: Dex-Cool

Item Notes: Confirm the manufacturer name and type of packaging in the Supplier Notes of the line item.

Supplier Notes: Shell Dex-Cool 6/1 per case

2	4	EA	Concentrate Coolant/Antifreeze BID 55 GALLON DRUM CONTAINER	\$810.05
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Manufacturer: PEAK or Equal Manufacturer #: Final Charge Global

Item Notes: Confirm the manufacturer name and type of packaging in the Supplier Notes of the line item.

Supplier Notes: Peak Final Charge 55 gallon drums

Response Total: \$3,318.28



SHELL DEX-COOL® ANTIFREEZE/COOLANT

Extended Life Antifreeze

Product Description

Shell DEX-COOL® Extended Life Antifreeze/Coolant is a single-phase, ethylene glycol based, extended life, universal automotive engine coolant based on a unique extended life carboxylate inhibitor system. Shell DEX-COOL® is suitable for a five year or 150,000 mile service life in automotive applications. In heavy-duty applications not requiring nitrite Shell DEX-COOL® is suitable for a service life of 400,000 miles or 8,000 hours. Shell DEX-COOL® Prediluted 50/50 is a 50/50 volume mixture of Shell DEX-COOL® with deionized water.

Applications

- extended life universal automotive gasoline or diesel engine antifreeze/coolant
- extended life universal heavy-duty diesel antifreeze/coolant for systems not requiring nitrite
- extended life antifreeze/coolant meeting Japanese silicate free requirements
- extended life antifreeze/coolant meeting European phosphate free requirements

Features and Benefits

- meets GM6277M--General Motor's new Extended Life Coolant specification (DEX-COOL®)
- 5 year or 150,000 miles service interval
- provides effective, long term corrosion protection for aluminum, brass, cast iron, steel, solder and copper
- superior high temperature aluminum protection
- improved water pump life
- maintains good as new heat transfer due to no silicate containing formula
- reduces silicate gel formation in use or in storage
- storage stable for at least eight years
- 100% biodegradable in its pure unused form
- compatible with conventional antifreeze. Further dilution of a 50/50 mixture with more than 10% conventional coolant or water will reduce cooling system protection.
- all product bittered to help render product unpalatable

Approvals

- GM DEX-COOL® approval
- General Motors GM6277M
- General Motors GM1825M
- Concentrate meets ASTM D 3306 incl. D 4340 and ASTM D 4985
- Pre-dilute meets ASTM 4656
- Federal Specification A-A-870
- General Motors GM1899M (Performance corresponding to GM6038M)
- Chrysler MS-9769 (meets performance requirements)
- Ford ESE-M97B44-D1
- Volkswagen/Audi G-12

Typical Characteristics

Shell DEX-COOL® Extended Life Antifreeze/ Coolant	Typical Concentrate	Typical Pre-diluted 50/50
Code No.	94040	94070
Appearance	Orange	Orange
Specific gravity 60/60 °F	1.130	1.06
Freezing point, °F (ASTM D 1177) 50 vol. % q.s. aqueous solution	-34	
Freeze point, °F, as purchased		-34
pH (ASTM D 1287), 1:2 dilution with water	8.3	8.3
Reserve Alkalinity (ASTM D 1121), as received	6.0	3.0
Silicate, % (as Anhydrous Alkali Metasilicate)	None	None

Recommended dilution for **Shell DEX-COOL® Extended Life Antifreeze/Coolant concentrate**

Boiling Protection, °F (C) (15 lb. pressure cap) 50% (1 part AF/1 part water)	265 (129.4)
Freezing Protection, °F (C) 40% (2 parts AF/3 parts water)	-12 (-24.4)
50% (1 part AF/1 part water)	-34 (-37.2)
60% (3 parts AF/2 parts water)	-61 (-51.7)

Note:

For optimum year round protection against freezing, boiling and corrosion, a 50 percent **Shell DEX-COOL® Extended Life Antifreeze/Coolant** concentrate solution (1 part AF/1 part water) is recommended. For maximum protection against freezing in extremely cold areas, a 60 percent solution (3 parts AF/2 parts water) can be used. Concentrations greater than 67 percent or less than 40 percent are not recommended. **Shell DEX-COOL® Extended Life Antifreeze/Coolant Pre-diluted 50/50** should be used as purchased. No further dilution is recommended. Dilution of a 50/50 mixture by more than 10% with conventional coolants or water will reduce corrosion and freeze point protection.

Handling and Safety Information

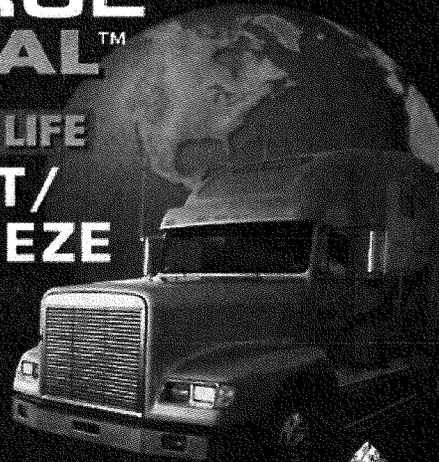
Shell DEX-COOL® Extended Life Coolant has a shelf life of at least 8 years. Concentrate product should be mixed before use. Always dispose of used coolant in accordance with local, state and federal guidelines. These products are not to be used to protect the inside of potable water systems against freezing. For information on the safe handling and use of this product, refer to its Material Safety Data Sheet at <http://www.shell-lubricants.com/msds/>. For more information and availability, call 1+800-782-7852 or World Wide Web: <http://www.shell-lubricants.com/>.

**FINAL
CHARGE
GLOBAL™**

Meets
Requirements Of
CAT EC-1

**EXTENDED LIFE
COOLANT /
ANTIFREEZE**

*For All
Heavy-Duty
Engines*



WARNING: NEVER MIX WITH OTHER BRANDS OF ANTIFREEZE. CONTAINS ETHYLENE GLYCOL. THIS PRODUCT IS TO BE USED IN HEAVY-DUTY ENGINES ONLY. ©2006

One U.S. Gal. (3.78L)

**THE FINAL WORD IN GLOBAL HEAVY-DUTY
COOLING SYSTEM PROTECTION.**

FINAL CHARGE GLOBAL™

For All Heavy-Duty Engines

FINAL CHARGE® Global Extended Life Coolant/Antifreeze meets the following specifications:

- Cat EC-1
- Detroit Diesel 93K217
- MAN 324 typ SNF
- Behr Radiator
- Cummins 14603
- Mercedes DBL 7700
- MTU 5048
- ASTM D-3306

EXTENDED LIFE COOLANT/ANTIFREEZE

FINAL CHARGE® Global Extended Life Coolant/Antifreeze features a patented Organic Acid Technology (OAT) that delivers total cooling system protection for 600,000 miles of on-road use (6 years of 12,000 hours or off-highway use) without the use of Supplemental Coolant Additives (SCAs). To maintain the protection provided by FINAL CHARGE Global Extended Life Coolant/Antifreeze, the proper level of FINAL CHARGE coolant's patented inhibitor system must be present. This can be achieved by adding FINAL CHARGE Extender after 300,000 miles of on-road use (3 years or 6,000 hours of off-highway use). When required, top-off the cooling system with FINAL CHARGE concentrate or FINAL CHARGE® Global Extended Life 50/50 Pre-Diluted Coolant/Antifreeze and maintain the freeze point between -23° F and -62° F in the cooling system.

FINAL CHARGE Global Extended Life Coolant/Antifreeze is a phosphate-free, silicate-free, nitrite-free and borate-free, globally formulated coolant which uses proprietary organic corrosion inhibitors to provide outstanding long-term wet sleeve liner cavitation and corrosion protection of all cooling system metals. Additional advantages of using FINAL CHARGE Global Extended Life Coolant/Antifreeze include:

- Meets the nitrite-free requirements of Detroit Diesel 93K217 specification
- Eliminates the need for SCAs (Supplemental Coolant Additives), chemically charged filters and inhibitor testing, saving time and money
- Patented formula, with Contamination Tolerant Additives (CTAs), can be mixed with in any proportion with other coolants with no detrimental effect to corrosion protection. However, to realize FINAL CHARGE coolants maximum protection, contamination levels should be kept below 25%
- Designed to provide excellent heat transfer
- Provides effective long-term corrosion protection of all cooling system components
- Provides exceptional long-term elastomer compatibility

FINAL CHARGE® Global Extended Life Coolant/Antifreeze is recommended for use in the cooling systems of all types of heavy-duty diesel, gasoline, natural gas engines and stationary engines

CHEMICAL PROPERTIES

PROPERTY	ASTM D-3306 SPECIFICATION	TYPICAL VALUES FOR FINAL CHARGE ANTIFREEZE
SPECIFIC GRAVITY (60/60°F)	1.110 - 1.145	1.126
FREEZING POINT, 50 VOL. %, °F	-34 MAX.	-34
BOILING POINT, °F	300 MIN.	338
BOILING POINT, 50 VOL. %, °F	226 MIN.	226
EFFECT ON AUTOMOTIVE FINISH	NO EFFECT	NO EFFECT
PH, 50 VOL. %	7.5 - 11.0	7.9
CHLORIDE, PPM	25 MAX.	20
RESERVE ALKALINITY	REPORT	7
WATER (WT. %)	5 MAX.	2
ASH (WT. %)	5 MAX.	2
COLOR		RED

FINAL CHARGE® GLOBAL Extended Life Coolant/Antifreeze is available by the case, 55-gallon drum and bulk. To order, please call Old World Industries, Inc. Customer Service at 1-800-323-8755.

FINAL CHARGE® is a trademark of Old World Industries, Inc.

PEAK® and the PEAK Mountain Design are trademarks of Old World Industries, Inc. ©2007 All Rights Reserved.

FINAL CHARGE® Global Extended Life Coolant meets the performance requirements of the following specifications:

- ASTM D-6210
- John Deere H24A1/C1
- Mack Truck SB232-014
- Navistar B1
- TMC RP 329

Freeze/Boil Protection Chart *using a 15psi pressure cap		
% of Cooling System Capacity	PROTECTS AGAINST	
	Freezing Down to	Boiling Up to(°)
40	-10°F	259°F
50	-34°F	265°F
60	-62°F	270°F



Nebraska Resale or Exempt Sale Certificate

FORM 13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	The City of Lincoln		Name	Allied Oil & Supply, Inc.	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	P.O. Box 3366, MS 0655	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Omaha,	NE	68176

Check Type of Certificate

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

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

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

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

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

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

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

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

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

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

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

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

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

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

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

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

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

sign here

Authorized Signature

Purchasing Agent

Title

5-29-13

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.

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).