

**AMENDMENT TO AGREEMENT  
ANNUAL SUPPLY OF VEHICLE OILS AND FLUID - STARTRAN  
BID NO. 13-092  
FIRST RENEWAL**

This Amendment is hereby entered into by and between Stern Oil Co., Inc., 833 Tank Farm Road, Council Bluffs, IA 51503 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated July 30, 2013, under Executive Order No. 86323, (the "Contract"), for Annual Supply of Vehicle Oils and Fluid - StarTran, Bid No. 13-092, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is July 30, 2013 through July 29, 2014, with the option to extend for two (2) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning July 30, 2014 through July 29, 2015; and

WHEREAS, the parties wish to amend the Agreement to reflect a price increase for the new term of the agreement as per Attachment A; and

WHEREAS, the estimated expenditures for the City for the term of this renewal shall not exceed \$10,706.52 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 86323, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning July 30, 2014 through July 29, 2015.
- 2) The parties agree that the City will pay the revised pricing for the items listed in Attachment A, which is attached hereto and made a part hereof by this reference effective July 30, 2014.
- 3) The estimated expenditures for the City for the term of this renewal shall not exceed \$10,706.52 without prior approval by the City of Lincoln.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.  
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>27th</u> day
of <u>July</u> 2014

Mayor
<u>87364</u>
Executive Order No.

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

Company Name: (PLEASE PRINT)	<u>Stern Oil Co., Inc.</u>
By: (PLEASE PRINT)	<u>Terrance Cash</u>
By: (PLEASE SIGN)	
Title:	<u>Sales Representative</u>
Company Address:	<u>833 Tank Farm Road Council Bluffs, IA</u>
Company Phone & Fax:	<u>712-366-8011 P 712-366-8013 F</u>
E-Mail Address:	<u>terrycash@sternoil.com</u>
Date:	<u>7/29/13</u>
Contact Person for Orders or Service:	<u>Tanya Smith</u>
Phone Number:	<u>712-366-8011</u>

51503



June 26, 2014

Suzzane Ideus,

This letter is to notify the City Of Lincoln-Star Tran, in regards to 13-092 Addendum 1, the annual supply of vehicle oil and fluids, that effective July 1, 2014, Stern Oil Co., Inc. will be increasing the price on the following items:

Item Description	Current Cost	Increase	New Cost
Line # 2 Dex VI ATF	\$12.50	\$.92	\$13.42
Line # 4 75w90 Syn Gear Oil	\$3.29	\$.13	\$3.42
Line # 9 Washer Fluid	\$66.00	\$2.00	\$68.00

This price increase is being passed along driven by 2 manufacturers increases over the last 10 months. I have included the most recent manufacturers announcement for your review and documentation.

Should you have any questions or concerns, please feel free to contact me at your convenience.

Thank you and Best Regards,

Terry Cash  
Stern Oil Co., Inc.  
Sales Representative  
883 Tank Farm Road  
Council Bluffs, IA 51503  
402-871-7432  
[terrycash@sternoil.com](mailto:terrycash@sternoil.com)

**CONTRACT DOCUMENTS  
STARTRAN**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY  
of  
Vehicle Oil and Fluids  
StarTran  
Bid No. 13-092**

**Stern Oil Co., Inc.  
833 Tank Farm Road  
Council Bluffs, IA 51503  
(402)990-5913**

**CITY OF LINCOLN  
STARTRAN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between **Stern Oil Co., Inc., 833 Tank Farm Road, Council Bluffs, IA 51503**, 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 of Vehicle Oil and Fluids - StarTran, Bid No. 13-092** 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 lines 2, 4 and 9**

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:

**The 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. The City shall order on an as-needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$10,077.50 during the contract term without approval.**

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 one (1) year term with option for two (2) additional one (1) year terms .
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. Addendum No. 1
  4. Specifications
  5. Instructions to Bidders
  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 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:

Teresa J. Mein  
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]  
Chris Beutler, Mayor

Approved by Executive No. 86323

Dated July 30, 2013

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Garnet Stern (SEAL)  
Secretary

STERN OIL COMPANY, INC.  
Name of Corporation

833 TANK FARM ROAD  
(Address)  
COUNCIL BLUFFS, IA 51503

By: Kelly A. Deine  
Duly Authorized Official

SALES MANAGER  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

# City of Lincoln/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 Purchasing	Contact	
Phone	(402) 441-7414	Department		Department	
Fax	(402) 441-6513	Building		Building	
Bid Number	13-092 Addendum 1	Floor/Room	Suite 200	Floor/Room	
Title	Annual Supply of Vehicle Oil and Fluids - StarTran	Telephone	1 (402) 441-7414	Telephone	
Bid Type	Bid	Fax	1 (402) 441-6513	Fax	
Issue Date	04/03/2013	Email	ssiemer@lincoln.ne.gov	Email	
Close Date	4/17/2013 12:00:00 PM CT				
Need by Date					

## Supplier Information

Company Stern Oil Co., Inc.  
 Address 833 Tank Farm Road  
 Council Bluffs, IA 51503  
 Contact Mark Aman  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 990-5913  
 Fax 1 (814) 286-7595  
 Email maman@sternoil.com  
 Submitted 4/16/2013 11:42:57 AM CT  
 Total \$36,176.11

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Renewal is an Option	Contract Extension Renewal is an option.	Yes
5	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
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 Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.	Y
7	Term Clause with Escalation/De-Escalation	I acknowledge that the term of the contract will be a (1) one year term from the date of the executed contract with the option for (2) two additional one year terms. (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, increase AND decrease from our vendors will be passed along. Documentation of such changes from vendor(s) will be provided. Forty-five days notice will be provided to City of Lincoln; Prices provided are firm through October 31, 2013.
8	References	I have attached my References to the Response Attachment section of this bid.	Yes
9	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
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	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
12	Numbers in Price Box	<b> 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. <b>	Yes

- 13 Bid award I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.<br><br> Yes
- If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.
- 14 Small Business Information The City of Lincoln wishes to foster small business participation in its bids for products and services purchased. 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.)<BR><br> 1) Yes; code 42470, 85, 75,000,000; 2) no; 3) NA
- 1) Are you a Small Business according to the NAICS size guidelines? YES or NO?<BR>  
If YES, what is the category you are listed under, the number of employees you have and the average annual receipts?<BR><br>
- 2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO<BR>  
If YES, name the Sub-Contractors in the space provided.<BR><br>
- 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<BR>  
If NO, why?
- 15 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.<br> no; 38 years; D
- Are you a registered DBE with the State of Nebraska or any other State or Entity? YES or NO?<br>  
If YES, name the state or entity.<br><br>  
<b>IF YES OR NO, PLEASE ANSWER THE QUESTIONS BELOW!<br><br>
- What is the age of your business?<br><br>
- What are the annual gross receipts of your business -<br><br>  
List One:<br>  
A. - \$0 - \$500,000.00<br>  
B. - \$500,000.00 - \$1 Million<br>  
C. - \$1 Million - \$5 Million<br>  
D. - Over \$5 Million</b>

- |    |                             |  |           |
|----|-----------------------------|--|-----------|
| 16 | 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.&lt;br&gt; &lt;br&gt;</p> <p>&lt;b&gt;If you do not have a DUNS number go to <a href="http://fedgov.dnb.com/webform/CCRSearch.do">http://fedgov.dnb.com/webform/CCRSearch.do</a>&lt;/b&gt;&lt;br&gt;&lt;br&gt;</p> <p>&lt;b&gt;Failure to obtain a DUNS number may result in the rejection of your bid.&lt;/B&gt;</p> | 080202088 |
| 17 | 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 &lt;br&gt;&lt;br&gt;</p> <p>&lt;B&gt;IF NO, YOUR BID MAY BE REJECTED&lt;br&gt;&lt;br&gt;</p> <p>To register in the SAM system go to <a href="http://www.sam.gov">www.sam.gov</a> - Click: Create User Account.&lt;/b&gt;</p>  | Yes       |
| 18 | Agreement to Addendum No. 1 | <p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. &lt;br&gt;Reason: See Bid Attachments section for Addendum information.</p>  | Yes       |
| 19 | Contact                     | Name of person submitting this bid:  | Mark Aman |
| 20 | Electronic Signature        | Please check here for your electronic signature.   | Yes       |

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## Line Items

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#	Qty	UOM	Description	Response
1	2,200	Gallons	15W40 Bulk Oil - Type: API CJ-4 ONLY BID "PER GALLON"	\$8.01

Manufacturer: Valvoline Premium Blue or Equal

Item Notes: Vendor must indicate the brand and type of fluid being bid in the Supplier Notes section of their ebid response under each Line Item.<br>Price must include delivery to location listed above.<br>Vendor will place oil in a 330 gallon tank at the StarTran facility.

Supplier Notes: Mobil Fleet 15W40; CJ-4 specification; Cummins CES 20081

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2	556	Gallons	Dexron VI Automatic Transmission Fluid - Bulk ONLY BID "PER GALLON"	\$12.50
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Manufacturer: Mobil or Equal

Item Notes: Vendor must indicate the brand and type of fluid being bid in the Supplier Notes section of their ebid response under each Line Item.<br>Price must include delivery to location listed above.<br>Vendor will place oil in a 330 gallon tank at the StarTran facility.

Supplier Notes: Mobil Dexron VI

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3	385	Gallons	5W30 Bulk Oil - Type: API SM ONLY BID "PER GALLON"	\$7.99
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Manufacturer: Mobil or Equal

Item Notes: Vendor must indicate the brand and type of fluid being bid in the Supplier Notes section of their ebid response under each Line Item.<br>Price must include delivery to location listed above.<br>Vendor will place oil in a 330 gallon tank at the StarTran facility.

Supplier Notes: Mobil Special 5W30

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4	750	Lbs	75W90 Synthetic Gear Oil - Type: API GL-5 ONLY BID "PER POUND"	\$3.29
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Manufacturer: Mobil or Equal

Item Notes: Vendor must indicate the brand and type of oil being bid in the Supplier Notes section of their ebid response under each Line Item.<br>Price must include delivery to location listed above.<br>Vendor will deliver this oil in a 375 pound drum.

Supplier Notes: Mobil Delvac Synthetic Gear Oil 75W90

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5	10	Gallons	Dexron/Mercon Transmission Fluid  ONLY BID "PER GALLON"	\$10.25
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Manufacturer: Mobil or Equal

Item Notes: Vendor must indicate the brand and type of fluid being bid in the Supplier Notes section of their ebid response under each Line Item.<br>  
Price must include delivery to location listed above.<br>  
Product normally comes in a 5 gallon container.

Supplier Notes: Mobil ATF D/M; meets Dexron and Mercon specifications

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6	242	Lbs	Multi-purpose Grease  ONLY BID "PER POUND"	\$2.29
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Manufacturer: Mobil XHP 222 or Equal      Manufacturer #: NLGI Grade 2

Item Notes: Vendor must indicate the brand and type of grease being bid in the Supplier Notes section of their ebid response under each Line Item.<br>  
Price must include delivery to location listed above.<br>  
Product comes in a 121 pound drum.

Supplier Notes: Mobilgrease XHP 222

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7	48	Quarts	5W20 API SNILSAC GF5  ONLY BID "PER QUART"	\$3.06
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Manufacturer: Motorcraft or Equal

Item Notes: Vendor must indicate the brand and type of fluid being bid in the Supplier Notes section of their ebid response under each Line Item.<br>  
Price must include delivery to location listed above.<br>  
Plese bid per quart price.

Supplier Notes: Mobil Special 5W20

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8	2,310	Gallons	Diesel Exhaust Fluid (DEF)  ONLY BID "PER GALLON"	\$1.99
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Manufacturer: TerraCair or Equal      Manufacturer #: ISO22241

Item Notes: Vendor must indicate the brand and type of fluid being bid in the Supplier Notes section of their ebid response under each Line Item.<br>  
Price must include delivery to location listed above.<br>  
Product is currently delivered in a 330 Gallon tote.

Supplier Notes: Blue DEF

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9	10	Drums	Windshield Washer Fluid  All-Season to-20 degrees  ONLY BID "PER 55 GALLON DRUM"	\$66.00
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Item Notes: Vendor must indicate the brand and type of fluid being bid in the Supplier Notes section of their ebid response under each Line Item.<br>  
Price must include delivery to location listed above.<br>  
Product is currently delivered in a 55 gallon drum.

Supplier Notes: Wizard's Windshield Washer Solvent

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Response Total: \$36,176.11

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**SPECIFICATIONS**  
**ANNUAL SUPPLY VEHICLE OIL AND FLUIDS- STARTRAN**  
**BID 13-092**

**1. SUPPLEMENTAL INSTRUCTIONS**

- 1.1 The City of Lincoln (hereinafter referred to as City) is requesting bids to purchase Vehicle Oil and Fluids for our transit system vehicles.
- 1.2 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Suzanne Siemer, Asst. Purchasing Agent (ssiemer@lincoln.ne.gov) or fax: (402) 441-6513.
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.3.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
    - 1.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.4 The transit program receives funding from the Federal Government for the operation of their program.
  - 1.4.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
  - 1.4.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
- 1.5 The City has the option to purchase additional products on this bid in an amount that does not exceed 10% of the quantities listed in the Line Item section of the bid at the current contract price through the term of the contract.
  - 1.5.1 If this optional amount will be exceeded during the contract term, a new bid may be solicited according to FTA Procurement Guidelines.
  - 1.5.2 In the event the City reduces the amount of service provided by StarTran, or other circumstances develop, the City may order in a quantity less than the amount listed in the Line Items without any penalty to the City.
- 1.6 Prices submitted must include delivery, FOB destination, to:

StarTran Garage  
710 J Street  
Lincoln, Ne 68508
- 1.7 Oil and Fluids shall be delivered as-needed upon contract execution by both parties for a period of one (1) year with the option to renew for two (2) additional one (1) year periods.
- 1.8 **Due to the fact that this contract uses Federal Grant money from FTA, only StarTran may purchase from this contract.**
- 1.9 The Vendor shall provide to the Purchasing Department and StarTran a quarterly report and a final report, showing all purchases made under the terms and conditions of the contract.
  - 1.9.1 Such reports shall itemize the following information:
    - 1.9.1.1 Product type(s) and quantities purchased.
    - 1.9.1.2 Total dollar amount of purchases.
- 1.10 In order for your company to qualify for an award on this bid, you must provide your DUNS (Data Universal Numbering System) number and be registered with the SAM (System for Award Management).
  - 1.10.1 Provide your DUNS number in the attribute section of the e-bid.
    - 1.10.1.1 If the vendor does not have a DUNS number, you must register at <http://fedgov.dnb.com/webform/CCRSearch.do>

- 1.10.2 Indicate in the attribute section of the e-bid if your company is registered with SAM?
  - 1.10.2.1 For new registration, go to [www.sam.gov](http://www.sam.gov) and click "Create User Account" - Note you will need your DUNS Number and Federal Tax Identification number during the registration process.
  - 1.10.2.2 SAM registration must be renewed at least every 12 months to remain valid.

**2. DELIVERY AND CONTRACT REQUIREMENTS**

- 2.1 A Bill of Lading will be provided with each invoice containing the following information:
  - 2.1.1 Point of delivery address.
  - 2.1.2 Product, type and amount delivered.
  - 2.1.3 Date and time of delivery.
  - 2.1.4 **Signature of accepting individual (MANDATORY)**

**3. CONTRACTOR RESPONSIBILITY**

- 3.1 All products provided under this contract will be free from impurities including but not limited to water, dirt, foreign materials or other contaminants.
  - 3.1.1 Any product found to be contaminated or cross contaminated through the Vendors negligence or which does not meet specifications will be replaced by the Vendor within two (2) working days of notification by the City, at the Vendor's expense.
  - 3.1.2 Disposal of contaminated product and cleaning of affected vehicle and storage tanks will be the responsibility of the Vendor and must be done immediately upon notification by the City.
  - 3.1.3 In case of damage directly traceable to contamination, cross contamination or inferior products, the Vendor will be responsible for all damages and costs incurred by the City for any repairs.
- 3.2 All products provided under this contract will meet the minimum product specifications as described in the documents attached to the Bid Attachment section.
  - 3.2.1 Oil and fluids are listed by preferred manufacturer of choice by the department based on previous experience with the product.
  - 3.2.2 Vendors may submit a bid on an equivalent product if it meets the salient characteristics of the respective products.
  - 3.2.3 Equivalent products must be listed in the Supplier Notes section of the ebid response and documentation showing equivalency shall be provided to the City.
    - 3.2.3.1 Failure to show equivalency will result in the rejection of the bid.
  - 3.2.4 The Vendor will be responsible for spillage attributable to their negligence which may occur during delivery operations.
    - 3.2.4.1 All spillage must be cleaned up immediately to the satisfaction of the City.
    - 3.2.4.2 All associated costs including materials and labor to clean the spill will be borne by the Vendor.
    - 3.2.4.3 The Vendor will immediately notify the appropriate authorities as required by local, state and federal laws based on the volume of spillage.
    - 3.2.4.4 All spillage, regardless of volume will be reported to the City.
  - 3.2.5 If oil and fluid supplies should be allocated (whether the results of government or company action) the contract administrator will authorize and direct City participation in the Vendor's allocation program.
    - 3.2.5.1 Vendor is to contact StarTran and the City Purchasing Agent in the event of shortages and the implementation of an allocation program.
- 3.3 Deliveries shall be made within twenty-four (24) hours after notification by StarTran.

- 3.4 Orders will be placed via E-mail or phone call from City with the following information provided:
  - 3.4.1 Ordering agency and delivery location.
  - 3.4.3 Product type(s) and quantity.

4. **INVOICING AND TAXES**

- 4.1 The following information will be provided on the invoice:
  - 4.1.1 Ship to address
  - 4.1.2 Billing address.
  - 4.1.3 Invoice date.
  - 4.1.4 Account number.
  - 4.1.5 Invoice number.
  - 4.1.6 Quantity
  - 4.1.7 Product description
  - 4.1.8 Unit Price (Must match contract price)
  - 4.1.9 Applicable taxes and fees

5. **AWARD OF BID**

- 5.1 Bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City and also based on the following information submitted in the Vendors response:
  - 5.1.1 The prices indicated in the Line Items, multiplied by the estimated gallons/units of product(s) to be provided.
  - 5.1.2 Previous and current contract performance for similar size fleets.
  - 5.1.3 Satisfactory information obtained through reference checks.
  - 5.1.4 Financial stability of company.
  - 5.1.5 Compliance with requirements as outlined in these specifications.

6. **REFERENCES**

- 6.1 Please provide references from at least 3 sites where you are currently providing similar services as listed in these specs.
  - 6.1.1 Include Company Name, Address, Contact Name, Contact Phone Number and size/scope of contract on company letterhead and include it in the Response Attachment section of your ebid response.

END OF SPECIFICATIONS

**CITY OF LINCOLN/STARTRAN  
RECYCLED PRODUCTS  
42 U.S.C. 6962  
40 CFR Part 247  
Executive Order 12873**

**Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**CITY OF LINCOLN/STARTRAN**  
**ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325**

**18 CFR 18.36 (i)**

**49 CFR 633.17**

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

### Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capita 1 Projects	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>I Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>	Those imposed on state pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capita 1 Projects	Yes <sup>3</sup>		Yes	Yes	Yes	Yes

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

**CITY OF LINCOLN/STAR TRAN**  
**CIVIL RIGHTS REQUIREMENTS**

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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 forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**CITY OF LINCOLN/STAR TRAN**  
**ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.**

**49 CFR Part 18**

**Energy Conservation** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**CITY OF LINCOLN/STAR TRAN**  
**FEDERAL CHANGES**  
**49 CFR Part 18**

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**CITY OF LINCOLN/STARTRAN**  
**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA)**  
**TERMS**  
**FTA Circular 4220.1E**

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**CITY OF LINCOLN/ STARTRAN**  
**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**No Obligation by the Federal Government.**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**CITY OF LINCOLN/STARTRAN**  
**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**  
**AND RELATED ACTS**

**31 U.S.C. 3801 et seq.**  
**49 CFR Part 31 18 U.S.C. 1001**  
**49 U.S.C. 5307**

**Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**CITY OF LINCOLN/STARTRAN**  
**Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (*write in the name of the grantee*) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

(5) To those bidders who maintain a bona fide business office in the City of Lincoln, whose products may be made outside the confines of the County of Lancaster;

(6) To those bidders who maintain a bona fide business office in the County of Lancaster, whose products may be made outside the confines of the County of Lancaster;

(7) To those bidders whose commodities are manufactured, mined, produced or grown within the State of Nebraska and to all firms, corporations, or individuals doing business as Nebraska firms, corporations, or individuals when quality is equal or better and delivered price is the same or less than the other bids received; provided, however, the above preferences shall not be given where the purchase is made in whole or in part with federal funds and the applicable federal procurement regulations prohibit the giving of any local preference, in which case, in the event of more than one low tie bid, the tie shall be broken by the drawing of lots.

(8) To those bidders whose commodities are manufactured, mined, produced or grown within the United States of America and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better and delivered price is the same or less than the other bids received; provided, however, the above preferences shall not be given where the purchase is made in whole or in part with federal funds and the applicable federal procurement regulations prohibit the giving of any local preference, in which case, in the event of more than one low tie bid, the tie shall be broken by the drawing of lots.

(l) In case of actual emergency, and with the consent of the Purchasing Agent, the head of any using agency may purchase directly any supplies whose immediate procurement is essential to prevent delays in the work of the using agency. The head of such using agency shall send to the Purchasing Agent a requisition and a copy of the delivery record, together with a full written report of the circumstances of the emergency.

(m) The Purchasing Agent shall prescribe by rules and regulations the procedure under which emergency purchases by heads of using agencies may be made.

(n) The Purchasing Agent shall have the authority with approval of the Mayor to declare vendors who default on their bids and contracts irresponsible bidders and to disqualify them from receiving any business from the municipality for a stated period of time.

(o) The Purchasing Agent shall have the authority to join with other units of government in cooperative purchasing when the best interests of the city would be served thereby; provided, however, such purchases shall be made to the extent possible by giving notice and preference to qualified local bidders in accordance with the rules and regulations established in this chapter and the policies of the Purchasing Division.

(p) The Purchasing Agent shall keep a commodity record showing commodities purchased, from whom purchased, and the price paid. (Ord. 17697 §2; July 17, 2000: prior Ord. 17044 §1; August 19, 1996: Ord. 15980 §2; September 30, 1991: Ord. 15384 §3; January 8, 1990: P.C. §2.44.030: Ord. 13561 §1; March 21, 1983: Ord. 12934 §1; June 9, 1980: Ord. 12472 §1; January 8, 1979: Ord. 12327 §1; June 19, 1978: Ord. 9036 §3; June 13, 1966).

**2.18.035 Bid Protests; Definitions; Appeals Board; Fees.**

**(a) Definitions.**

(1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the City to another party, or by the failure of the City to award a contract to such actual or prospective bidder.

(2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification preparation, bid solicitation, and intent to award, for the acquisition of supplies or services.

(3) Protester shall mean an interested party who has filed a protest pursuant to subsection (b).

(4) Procurement Appeals Board shall mean an independent panel of five disinterested individuals appointed by the Mayor, which individuals shall have a thorough knowledge of the purchasing process and practices, and laws applicable thereto. Members of such board shall be appointed for three-year, staggered terms; provided, however, two of the members first appointed shall serve for a period of one year, two shall serve for a period of two years, and one for a period of three years, with each appointee thereafter, except for appointees filling a vacancy, serving for a period of three years.

(b) Right to Protest. An interested party may protest to the City Purchasing Agent, which protest shall be submitted in writing on company letterhead. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening. In all other cases, the protest must be filed within five working days following the

2.18.040 *Cont'd bid protest*

bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest".

The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A statement of reasons for the protest;
- (4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.

Upon timely receipt of a protest, the City shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract until the Mayor has made a decision on the protest.

(c) Authority to Resolve Protests. Prior to the commencement of an appeal to the Procurement Appeals Board concerning any protest, the Purchasing Agent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review as provided by the Procurement Appeals Board. A copy of the decision shall be mailed or otherwise furnished immediately to the protester and all other bidders. If not satisfied with the decision of the Purchasing Agent, any protester may appeal to the Procurement Appeals Board, but the decision shall be final unless the protester files a timely appeal with the Procurement Appeals Board.

(d) Appeals Board Procedures. Any protester, within five working days of receipt of a decision of the Purchasing Agent, may file with the Finance Director a written notice of appeal for a hearing before the Procurement Appeals Board. The Notice of Appeal shall be accompanied by a deposit of \$500.00 to defray the cost of processing such appeal, which deposit shall be returned if the Mayor decides in favor of the protester filing the appeal. The Notice of Appeal must clearly state the action protested and the basis of appeal.

Upon receipt of an appeal from an protester, the Finance Director shall convene the Board within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Board shall decide whether the solicitation being appealed was in accordance with all applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the City.

Within ten working days of hearing such appeal, the Board shall submit its findings and recommendations to the Mayor. If all five members are present, an affirmative vote of three shall be required to pass the recommendation on to the Mayor. If only three members are present, only an affirmative vote of two shall be required to pass the recommendation on to the Mayor. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the Mayor without Procurement Appeals Board action.

No determination by the Board concerning an issue of law or fact shall be final or binding on the City.

(e) Finality of Decision. The Mayor shall consider the recommendations of the Purchasing Agent, the Procurement Appeals Board, and the Department Head or agency for which the solicitation was made and shall make the final decision on the protest. The Mayor's decision shall be final and binding upon the City. (Ord. 18495 §1; January 31, 2005; prior Ord. 16442 §1; August 9, 1993).

**2.18.040 Surplus or Obsolete Stock.**

All using divisions shall submit to the Purchasing Agent reports showing stocks of supplies or equipment which are no longer used or which have become obsolete, worn out, or scrapped.

The Purchasing Agent shall have authority to sell all supplies or equipment which have become unsuitable for public use, or to exchange the same for, or trade in the same on new supplies or equipment. Sales under this section shall be made to the highest responsible bidder.

The Purchasing Agent shall have authority to transfer the declared surplus stock of one using division to another using division which may have need for its use. (Ord. 15384 §4; January 8, 1990: P.C. §2.44.040: Ord. 9036 §4; June 13, 1966).

**CITY OF LINCOLN/STAR TRAN**  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**  
**WITHOUT CONTRACT GOAL**  
**49 CFR Part 26**

**Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **9.3 %**. A separate contract goal **has not** been established for this procurement.

b. The Contractor 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 this DOT-assisted contract. 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 **City of Lincoln/StarTran** deems appropriate. Each Subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful Bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **City of Lincoln/StarTran**. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City of Lincoln/StarTran and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify **City of Lincoln/StarTran**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **City of Lincoln/StarTran**.

**TERMINATION**  
**49 U.S.C.Part 18**  
**FTA Circular 4220.1E**

**a. Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**f. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

**g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

**h. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if –

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

**i. Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

**j. Termination for Convenience of Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

# Product Information

A PRODUCT OF VALVOLINE, A DIVISION OF ASHLAND INC.



## Valvoline Premium Blue<sup>®</sup> Engine Oil

Valvoline's Premium Blue Engine Oil is designed to provide advanced lubricant performance in modern, emissions treatment equipped diesel engines, including all types of Exhaust Gas Recirculation (EGR), Diesel Particulate Filters (DPF), and other modern diesel engine technology. When used in conjunction with Ultra-Low Diesel Sulfur fuel, this product technology offers a long-life, extended drain approved\*, balanced formulation which helps maximize engine durability as well as after-treatment cleanliness.

### The Premium Blue Advantage

- Cummins approved for 5,000-mile oil drain extension, under normal and light duty, for 2007 and later engines.
- Unique dispersive polymer technology (DPT)
- Valvetrain wear protection and reduced oil filter restriction at high soot levels.
- High temperature deposit control, including single and two-piece pistons, and ring/liner wear protection.
- Higher TBN level and TBN retention for long-life performance, while meeting all chemical limits.

Valvoline's Premium Blue Engine Oil is endorsed by Cummins Engine Company and has been tested extensively by Cummins in stationary and on-road EGR engines, including those equipped with DPFs. It is approved against the CES 20081 specification. It is also approved against Mack EO-O Premium Plus, Volvo VDS-4, and DDC Power Guard 93K218 specifications. It exceeds the lubrication requirements for Caterpillar, Detroit Diesel, Navistar, other heavy duty diesel engines, including engine performance requirements of Caterpillar ECF-3 and the Global DHD-1 Specification. The product meets API CJ-4, CI-4 Plus, CI-4, CH-4, CG-4, CF-4, CF / SM, and Komatsu Tier 4i, the performance requirements of ACEA E7-08, E9-08, and the engine requirements of MB 228.31, DEUTZ DQC III-10 LA, MTU Category 2.1, 2, and 1, DDC 2000/4000 Series Type2/Type 1, MAN 3275, and MAN 271. It provides excellent performance in "mixed fleet" gasoline engines, pickup and delivery, city fleet, long haul over-the-road, and off-highway applications and meets all the requirements for Tier IV off-road engines and is backwards compatible with Tier III.

Typical Properties	15W-40
Specific Gravity, 15 C	0.879
Viscosity @ 40 C, cSt	118
Viscosity @ 100 C, cSt	15.2
Viscosity Index	134
CCS Viscosity @ - 20 C, cP	6500
Borderline Pumping Viscosity @ - 25 C, cP	20,000
High Temp. High Shear Viscosity @ 150 C, cP	4.2
Noack Volatility, % loss	12.0
Pour Point, deg. C	-30
Sulfated Ash, %	<1.0
Total Base Number (D-2896)	10
Foam / Aeration Test	Pass

Endorsed and Recommended by Cummins Inc.



Part Numbers	
Bulk	VV705290
55 Gallon Drum	VV70505
5 Gallon Plastic Pail	VV70506
1 Gallon Jug	773780
Tote	VV70505414

\* Approval is for Cummins ISX and ISM engines On-Highway. To determine your optimum maintenance interval, consult your owner's manual or call Valvoline at 1-800-ALL-FLEET. Results may vary based on environment, operating, and maintenance procedures.

Refer to Valvoline's Material Safety Data Sheet for health and safety information.

This information only applies to products manufactured in the following location(s): USA, Canada.

Effective Date:	Expiration Date:	Replaces:	Author's Initials:	Pages	Code
5/25/12	N/A	1/6/12	YY	1	PB1202

ASHLAND

# Mobil

## Mobil DEXRON-VI ATF

### Automatic Transmission Fluid

#### Product Description

Mobil DEXRON-VI ATF is a high performance, synthetic blend formulation that meets or exceeds the stringent requirements of GM's DEXRON-VI specification and provides warranty protection for 2006 and newer GM vehicles. It also provides improved performance in older GM vehicles, wherever DEXRON is specified.

#### Features and Benefits

Advantages offered by Mobil DEXRON-VI ATF over Dexron/Mercon type transmission fluids:

- Extended fluid life
- Improved oxidation and thermal stability
- Optimized frictional properties that provide smooth gear shifting during low temperature operation and help prevent transmission vibration
- Outstanding resistance against sludge and deposit formation
- Improved anti-wear protection which contributes to extended transmission life
- Outstanding low temperature performance

#### Applications

Mobil DEXRON-VI ATF provides warranty protection for 2006 and newer GM vehicles.

#### Specifications and Approvals

<b>Mobil DEXRON-VI ATF meets or exceeds the requirements</b>	
<b>of:</b>	
General Motors' DEXRON-VI	X

#### Typical Properties

<b>Mobil DEXRON-VI ATF</b>	
Viscosity	
cSt @ 40°C	29.5
cSt @ 100°C	5.83

Mobil DEXRON-VI ATF	
cP @ -40°C	11,500
Viscosity Index	145
Flash Point, °C (°F)	220 (428)
Gravity, API	35.76
Color	Red

### Health and Safety

Based on available information, this product is not expected to produce adverse effects on health when used for the intended application and the recommendations provided in the Material Safety Data Sheet (MSDS) are followed. MSDS's are available upon request through your sales contract office, or via the Internet. This product should not be used for purposes other than its intended use. If disposing of used product, take care to protect the environment.

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9-2010

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1-800-ASK MOBIL (275-6624)

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# Mobil

## Mobil Clean 5000

### Premium Automotive Engine Oils

#### Product Description

Mobil Clean 5000 is formulated from high quality base stocks combined with modern performance additives, including an advanced detergent system to provide excellent engine cleanliness at oil drain intervals up to 5,000 miles or 6 months, whichever comes first.

These oils protect against sludge and engine rust and corrosion under severe and low-temperature operating conditions. Pour depressants and a viscosity index (VI) improver are included, where required, to provide the optimum viscosity and fluidity across a broad range of temperatures.

Mobil Clean 5000 is available in four multi-viscosity grades: SAE 5W-20, 5W-30, 10W-30, and 10W-40.

Mobil Clean 5000 5W-20 meets the latest requirements of Ford and Honda. It meets Ford Specification WSS-M2C930-A.

Mobil Clean Oil 5W-20, 5W-30 and 10W-30 contain friction-reducing additives. The American Petroleum Institute (API) classifies these viscosity grades as "Energy Conserving" engine lubricants

#### Features and Benefits

- Proven protection of critical engine parts from lubrication related failure for 5,000 miles or 6 months, whichever comes first.
- Extra cleaning performance to help prevent the formation of sludge and harmful deposits
- Outstanding wear protection under a wide variety of operating conditions
- Satisfies the latest oil requirements of gasoline engine manufacturers (5W-20 recommended for certain Ford and Honda's)
- Meets latest Fuel efficiency requirements (Mobil Clean 5000 5W-20, 5W-30 and 10W-30)
- Easier cold starting.

#### Applications

Mobil Clean 5000 5W-20 meets or exceeds the requirements for vehicles which call for an API certified, 5W-20 viscosity grade engine oil such as 2001 and newer model year Ford automobiles, 1998 and newer model year Honda Accords, 1996 and newer Honda Civics and certain 2005 Chrysler vehicles. This unique viscosity grade should be used only in automobiles that require a 5W-20 lubricant and it is not recommended for use in other vehicles.

Mobil Clean 5000 5W-30 and Mobil Clean 5000 10W-30 is meets or exceeds the requirements for gasoline fueled automobiles and light duty trucks requiring an API SM, SL or SJ product or API CF or CD. They meet or exceeds the requirements for ILSAC GF-4 (Starburst Certification Symbol).

Mobil Clean 5000 10W-40 meets or exceeds the requirements for gasoline fueled automobiles and light duty trucks where a higher viscosity oil is preferred or recommended and where an API SM, SL or SJ or API CF or CD product is required.

Before using Mobil Clean 5000 performance motor oil, consult the owner's manual of the vehicle for the manufacturer's recommended viscosity grade and API Service Classification.

#### Specifications and Approvals

Meets or exceeds the following industry specifications:

Mobil Clean 5000	5W-20	5W-30	10W-30	10W-40
API SM	X	X	X	X
API SL	X	X	X	X
ILSAC GF-4	X	X	X	

According to ExxonMobil, is of the following quality level::

Mobil Clean 5000	5W-20	5W-30	10W-30	10W-40
API SJ	X	X	X	X
API CD	X	X	X	X
API CF	X	X	X	X

Meets or exceeds the following engine builder specifications:

Mobil Clean 5000	5W-20	5W-30	10W-30	10W-40
GM 6094M	-	X	X	-
Chrysler MS-6395	X	X	X	-
FORD WSS-M2C930-A	X	-	-	-
FORD WSS-M2C929-A	-	X	-	-

### Typical Properties

Mobil Clean 5000	5W-20	5W-30	10W-30	10W-40
API Service Classification	SM/CF	SM/CF	SM/CF	SM/CF
Gravity, API	33	32.6	30.8	30
Specific Gravity	0.860	0.862	0.872	0.876
Pour Point, °C (°F)	-39 (-38)	-33 (-27)	-36 (-33)	-36(-33)
Flash Point, °C (°F), ASTM D 92	200 (392)	200 (392)	200 (392)	200 (392)
Viscosity				
cSt at 40°C	47.8	62.2	68.7	102.1
cSt at 100°C	8.5	10.6	10.4	14.55
CCS, cP	5100@ -30°C	5940@ -30°C	5760@ -25°C	6140@ -25°C
MRV, cP	21400@ -35°C	20900@ -35°C	18700@ -30°C	20,300@ -30°C
Viscosity Index	156	161	138	147
Energy Conserving	Yes	Yes	Yes	No

### Health and Safety

Based on available information, this product is not expected to produce adverse effects on health when used for the intended application and the recommendations provided in the Material Safety Data Sheet (MSDS) are followed. MSDS's are available upon request through your sales contract office, or via the Internet. This product should not be used for purposes other than its intended use. If disposing of used product, take care to protect the environment.

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Fairfax, VA 22037



## Mobil Delvac Synthetic Gear Oil 75W-90, 80W-140

### Supreme Performance Commercial Gear Lubricants

#### Product Description

Mobil Delvac Synthetic Gear Oil 75W-90 and 80W-140 are synthetic drivetrain lubricants engineered to meet the most demanding extended drain and warranty requirements. These products are designed for use in heavy-duty drivetrains that require gear lubricants with relatively high viscosity and excellent load-carrying capability and where extreme pressures and shock loading are expected. Mobil Delvac Synthetic Gear Oil 75W-90 and 80W-140 incorporate the latest technology in synthetic basestocks and advanced additives providing significant advantages over mineral gear oils.

The state-of-the-art technology in Mobil Delvac Synthetic Gear Oil 75W-90 and 80W-140 delivers unsurpassed performance for low and high temperature application, protection against thermal degradation and oxidation, reduced wear and corrosion, improved shear stability, extended service capability, and excellent fuel economy. These products meet or exceed the requirements of API service MT-1/GL-5 EP gear oil service classification and are recommended by ExxonMobil for use in applications requiring the MIL-PRF-2105E specification.

The outstanding performance of this product is confirmed by its approval for final drives covered by Eaton Roadranger (E500) and ArvinMeritor Extended Warranties of 750,000 miles, with extended oil drains of 500,000 miles. They are also approved by Mack against GO-J Plus (75W-90) and GO-J (80W-140) extended service classifications.

#### Features and Benefits

Today's technology has vastly improved the performance capabilities of heavy-duty on and off-highway equipment load, torque, speed, and control through innovative drivetrain designs. These designs have changed and increased the requirements of lubricants to deliver this higher level of performance, increase productivity, and reduce operating costs. For heavy-duty final drives, friction control, wear protection, thermal stability, shear stability, rust and corrosion prevention, and seal protection are features that must be optimally balanced to provide extended gear and seal life, smooth operation, improved fuel economy and high load high torque capability over a wide range of applications. The key benefits of Mobil Delvac Synthetic Gear Oil 75W-90 and 80W-140 include:

Features	Advantages and Potential Benefits
Exceptional thermal stability and resistance to high temperature oxidation	Extended gear and bearing life due to minimal deposits Longer seal life
Outstanding protection against low speed/high torque wear and high speed scoring	Increased load-carrying capability. Reduced maintenance costs and longer equipment life
Exceptional shear stability	Retains viscosity and film strength under severe operating conditions to prevent wear
Excellent rust, staining, and corrosion protection of copper and its alloys	Reduced wear and longer component life
Enhanced friction reduction properties	Improved fuel economy and reduced operating costs
Outstanding low temperature fluidity versus mineral oils	Reduced wear and ease of start-up
Good resistance to foaming	Maintains film strength for reliable lubrication
Compatible with typical automotive seals and gaskets	Minimum leakage and reduced contamination

**Applications**

**Recommended by ExxonMobil for use in:**

- Heavy-duty manual transmissions, axles and final drives requiring API GL-5 and MT-1 performance
- On-highway light and heavy-duty trucks, busses and vans
- Off-highway industries including: construction, mining, quarrying, and agriculture
- Other heavy-duty industrial gear drives including hypoid and worm gears operating under conditions where high speed/shock load, high speed/low torque, and/or low speed/high torque conditions prevail
- Differentials, final drives, transfer cases and other gear applications where lubricants meeting MIL-PRF-2105E, API Service GL-5, EP gear lubricants are recommended
- Equipment such as winch reduction gears and crawler vehicle propulsion gear drives that are exposed to severe low temperatures
- Use as a companion with Mobil Delvac Synthetic Transmission Fluid 50 in transmissions for maximum drive train life, efficiency and fuel economy improvement
- Applications where extended service intervals and warranties are required
- Not recommended for applications requiring API GL-4 Level performance
- Not intended for automatic, manual or semiautomatic transmissions for which engine oil or automatic transmission fluids are recommended

**Specifications and Approvals**

<b>Mobil Delvac Synthetic Gear Oil meets or exceeds the requirements of the following industry and builder specifications:</b>	<b>75W-90</b>	<b>80W-140</b>
API GL-5/MT-1	X	X
SAE J2360	X	X
Scania STO 1:0	X	X
ZF TE-ML 07A/08	X	

<b>Mobil Delvac Synthetic Gear Oil has the following builder approvals:</b>	<b>75W-90</b>	<b>80W-140</b>
Dana SHAES 429	X	X
DANA SHAES 256 Rev. C	X	
Mack GO-J PLUS	X	
Mack GO-J		X
ArvinMeritor O-76N	X	X
MB-Approval 235.8	X	
International TMS-6816	X	X
ZF TE-ML 05B/12B/16F/19C/21B	X	X
ZF TE-ML 17B	X	
MAN 342 Typ M2	X	
Voith Turbo 3.325-340 / 3.325-342	X	
Flender BA 7302 Table R1	X	

Mobil Delvac Synthetic Gear Oil is recommended by ExxonMobil for use in applications requiring:	75W-90	80W-140
DANA SHAES 256 Rev. A		X

Mobil Delvac Synthetic Gear Oil has is of quality level, but not approved:	75W-90	80W-140
MIL-PRF 2105E	X	X

### Typical Properties

Mobil Delvac Synthetic Gear Oil	75W-90	80W-140
SAE Grade	75W-90	80W-140
Viscosity, ASTM D 445		
cSt @ 40°C	120	310
cSt @ 100°C	15.9	31.2
Viscosity Index, ASTM D 2270	140	139
Pour Point, °C, ASTM D 97	-48	-36
Flash Point, °C, ASTM D 92	205	210
Density @ 15°C kg/l, ASTM D 4052	0.859	0.870

### Health and Safety

Based on available information, this product is not expected to produce adverse effects on health when used for the intended application and the recommendations provided in the Material Safety Data Sheet (MSDS) are followed. MSDS's are available upon request through your sales contract office, or via the Internet. This product should not be used for purposes other than its intended use. If disposing of used product, take care to protect the environment.

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# Mobil

## Mobil ATF D/M

### Automatic Transmission Fluid

#### Product Description

Mobil ATF D/M provides excellent oxidation and friction stability, anti-wear properties, and low-temperature fluidity desired for most automatic transmissions.

#### Features and Potential Benefits

Advantages offered by Mobil ATF D/M over transmission fluids of lower quality are:

- Excellent oxidation stability — helps resist chemical deterioration over long service periods.
- High viscosity index — helps retain adequate lubricating body for severe hot-weather service without thickening excessively at low starting temperatures
- Corrosion prevention — helps provide protection against rusting and corrosion, plus special protection for soldered fittings
- Foaming resistance — contains an effective anti-foaming agent
- Elastomer compatibility — is not harmful to synthetic rubber seal materials.
- Good lubricating characteristics — gives quiet operation, smooth shifting, and excellent wear protection.
- Controlled friction properties — transmission of power is smooth and efficient throughout all normal temperature ranges.

#### Applications

Mobil ATF D/M is recommended by ExxonMobil for use in applications requiring: GM DEXRON® IIIH, Ford MERCON® and Allison C-4

Mobil ATF D/M is approved for Allison TES-389 ( AA-32792008)

Note: Mobil ATF D/M is not recommended for other applications, including GM DEXRON® VI, Ford MERCON® V , MERCON LV®, MERCON SP® and Type F ATF

Mobil ATF D/M also can be used as the lubricating oil in several types of rotary air compressors under certain service conditions. Its low-temperature properties and resistance to oxidation are important factors in meeting the requirements of this service. (Please consult the manufacturer service manual for required specifications before use).

Good maintenance practice dictates that automatic transmissions be checked for proper fluid levels at regular intervals, and that the fluid be drained and replaced at intervals recommended by the manufacturer. Some manufacturers recommend more frequent changes of transmission fluid under severe driving conditions.

#### Specifications and Approvals

**Mobil ATF D/M has the following builder approvals:**

Allison TES-389 ( AA-32792008)	X
--------------------------------	---

**Mobil ATF D/M is recommended by ExxonMobil for use in applications requiring:**

GM Dexron® III H	X
Ford's Mercon®	X
Allison C-4	X

**Typical Properties****Mobil ATF D/M**

Viscosity	
cSt @ 40° C	35.3
cSt @ 100° C	7.4
cSt @ -40° C	16,670
Viscosity Index	183
Flash Point, °C(F)	180 (356)
Gravity, API	32
Colour	red

**Health and Safety**

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## Mobilgrease XHP™ 220 Series

### Product Description

Mobilgrease XHP™ 220 greases are extended service lithium complex greases intended for a wide variety of applications and severe operating conditions. These greases were designed to outperform conventional products by applying cutting edge, proprietary, lithium complex manufacturing technology. They are formulated to provide excellent high temperature performance with superb adhesion, structural stability and resistance to water contamination. These greases have a high level of chemical stability and offer excellent protection against rust and corrosion. These greases feature high dropping points and maximum recommended operating temperature of 140° C (284°F). Mobilgrease XHP 220 greases are available in NLGI grades 00, 0, 1, 2 and 3 with an ISO VG 220 base oil viscosity.

Mobilgrease XHP 220 greases are designed for a wide range of applications including the industrial, automotive, construction and marine sectors. Their performance features make them ideal choices for operating conditions including high temperature, water contamination, shock loading and extended re-lubrication operations. Mobilgrease XHP 222 Special is an extreme pressure grease fortified with 0.75% molybdenum disulfide that provides protection from wear under conditions pivoting and other conditions that lead to loss of oil film.

### Features and Benefits

Mobilgrease XHP 220 greases are leading members of the Mobilgrease brand of products, which have gained a reputation world-wide for innovation and performance excellence. Mobilgrease XHP 220 greases are state-of-the-art products designed by our formulation technologists and backed by our world-wide technical support staff.

A key factor in the excellent adhesion and cohesion properties and high drop point of Mobilgrease XHP 220 greases is the proprietary manufacturing technology developed at our research facilities and adopted by our modern manufacturing facilities. These products use specially selected additives to provide excellent oxidation stability, rust and corrosion control, resistance to water contamination as well as anti-wear and EP protection. Mobilgrease XHP 220 Series products offer the following features and potential benefits:

Features	Advantages and Potential Benefits
Superb resistance to water washout and spray-off	Helps assure proper lubrication and protection even in the most severe water exposure conditions
Highly adhesive and cohesive structure	Excellent grease tenacity, helps reduce leakage and extend re-lubrication intervals for reduced maintenance requirements.
Excellent rust and corrosion resistance	Protection of lubricated parts even in hostile aqueous environments.
Very good resistance to thermal, oxidative and structural degradation at high temperature	Helps extend grease life and enhance bearing protection in high temperature applications helping to reduce maintenance and replacement costs.
Very good anti-wear and EP performance	Reliable protection of lubricated equipment, even under conditions of high sliding with potential for extended equipment life and reduced unanticipated downtime
Broad multi-purpose application	Provides potential for inventory rationalization and reduced inventory costs

**Applications**

Mobilgrease XHP 220 greases are used in a wide range of equipment including industrial, automotive, construction and marine applications. Their blue color enables easy verification of application:

Mobilgrease XHP 005 and 220 are softer, high-temperature greases recommended by ExxonMobil for centralized grease application systems, gear lubrication, and where extreme-cold-temperature pumpability is important.

Mobilgrease XHP 221 is recommended by ExxonMobil for use in industrial and marine applications, chassis components and farm equipment. It provides excellent low temperature performance.

Mobilgrease XHP 222 is recommended by ExxonMobil for industrial and marine applications, chassis components and farm equipment. Its sticky formulation stays in applications longer.

Mobilgrease XHP 223 is recommended by ExxonMobil for applications where good high temperature and anti-leakage properties are required. It is particularly recommended for severe truck wheel bearing applications or for rolling element bearings subject to vibration, or where higher speeds require a grease with higher consistency to provide channeling characteristics.

Mobilgrease XHP 222 Special contains 0.75% molybdenum disulfide, is grey in color and is recommended by ExxonMobil for moderate duty service in industrial applications, chassis components and farm equipment. It also finds application in king pins, U-joints, fifth wheels and bucket pins.

**Specifications and Approvals**

Mobilgrease XHP 220 Series meets or exceeds the requirements of	005	220	221	222	223	222 Special
DIN 51825: (2004-06)			KP1N-20	KP2N-20		
Mobilgrease XHP 220 Series has the following builder approvals:	005	220	221	222	223	222 Special
MAG IAS, LLC		P-79	P-72	P-64		

**Typical Properties**

Mobilgrease XHP	005	220	221	222	223	222 Special
NLGI Grade	00	0	1	2	3	2
Thickener Type	Li-Complex	Li-Complex	Li-Complex	Li-Complex	Li-Complex	Li-Complex
Color, Visual	Dark Blue	Grey-Black				
Molybdenum DiSulfide, wt%	--	--	--	--	--	0.75%
Penetration, Worked, 25° C, ASTM D 217	415	370	325	280	235	280
Dropping Point, °C, ASTM D 2265	-----	270	280	280	280	280
Viscosity of Oil, ASTM D 445						
cSt @ 40° C	220	220	220	220	220	220

Mobilgrease XHP	005	220	221	222	223	222 Special
4-Ball Wear Test, ASTM D 2266, scar, mm	0.50	0.50	0.5	0.5	0.5	0.5
4-Ball Weld Load, ASTM D 2596, kg	315	315	315	315	315	315
Timken OK Load, ASTM D 2509, lb	40	40	40	40	40	40
Bomb Oxidation, ASTM D 942, Pressure drop at 100 hrs, kPa (psig)	35 (5)	35 (5)	35 (5)	35 (5)	35 (5)	35 (5)
Corrosion Prevention, ASTM D 1743	Pass	Pass	Pass	Pass	Pass	Pass
Rust Protection, IP 220-mod., Distilled Water Washout	0,0	0,0	0,0	0,0	0,0	0,0
Copper Strip Corrosion, ASTM D 4048	1B	1B	1B	1B	1B	1B

### Health and Safety

Based on available information, this product is not expected to produce adverse effects on health when used for the intended application and the recommendations provided in the Material Safety Data Sheet (MSDS) are followed. MSDS's are available upon request through your sales contract office, or via the Internet. This product should not be used for purposes other than its intended use. If disposing of used product, take care to protect the environment.

All trademarks used herein are trademarks or registered trademarks of Exxon Mobil Corporation or one of its subsidiaries unless indicated otherwise.

9-2012

Exxon Mobil Corporation  
3225 Gallows Road  
Fairfax, VA 22037

1-800-ASK MOBIL (275-6624)

Typical Properties are typical of those obtained with normal production tolerance and do not constitute a specification. Variations that do not affect product performance are to be expected during normal manufacture and at different blending locations. The information contained herein is subject to change without notice. All products may not be available locally. For more information, contact your local ExxonMobil contact or visit <http://www.exxonmobil.com/> ExxonMobil is comprised of numerous affiliates and subsidiaries, many with names that include Esso, Mobil, or ExxonMobil. Nothing in this document is intended to override or supersede the corporate separateness of local entities. Responsibility for local action and accountability remains with the local ExxonMobil-affiliate entities.

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## Motorcraft® SAE 5W-20 Synthetic Blend Motor Oil

- Premium-quality motor oil for Ford, Lincoln and Mercury passenger cars
- American Petroleum Institute (API)-certified for gasoline engine service ILSAC GF-5 and meets API SN/Energy Conserving
- Manufactured with high-viscosity index, premium-quality, synthetic/hydroprocessed base oils and specially designed performance additives
- Helps minimize engine deposits and wear, protect against high-temperature oxidation, low-temperature gelling, rust, corrosion and foaming
- Friction-reducing technology provides excellent wear protection and features energy-conserving characteristics, which offer significant improvement in fuel economy when compared to SAE 5W-30 and 10W-30 motor oils
- Has performed in all dynamometer and vehicle-durability tests
- Recommended by Ford Motor Company and meets warranty requirements
- Available in one- and five-quart bottles and 55-gallon bulk quantities
- Use of bulk oil is environmentally proactive and bulk quantities are available at substantial savings



## TYPICAL PHYSICAL PROPERTIES



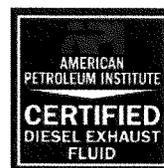
# 32.5% Aqueous Urea Solution DeNOx Grade

**Description:** Urea Solution, AUS 32, is a manufactured product of technically pure urea mixed with demin quality water designed to meet the specifications of DIN 70070:2005 and ISO 22241-1:2006 for NOx abatement technologies. TerraCair® is certified as a Diesel Exhaust Fluid by the American Petroleum Institute.

Typical Chemical and Physical Analysis	
Parameter	Typical
Urea Concentration	32.5 +/- 0.7%
Specific gravity at 20° C	1.087 – 1.093 kg/m3
Refractive index at 20° C	1.3814 – 1.3843
Free Ammonia (alkalinity)	0.2% max
Biuret	0.3% max
Formaldehyde	None
Insoluble matter	20 ppm max
Phosphates	0.5 ppm max
Calcium	0.5 ppm max
Iron	0.5 ppm max
Copper	0.2 ppm max
Zinc	0.2 ppm max
Chromium	0.2 ppm max
Nickel	0.2 ppm max
Aluminum	0.5 ppm max
Magnesium	0.5 ppm max
Sodium	0.5 ppm max
Potassium	0.5 ppm max
Water quality	Demin—ISO 3696 applicable



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This product will typically have similar physical characteristics as those listed above. Product characteristics may vary slightly, depending on the source. Although the information here is provided in good faith and believed to be reliable, CF Industries makes no guarantee, warranty or representation as to the suitability of the product for any purpose, and the user accepts full responsibility to determine the suitability of the product for its own use. CF Industries' liability for damages or losses shall be limited to replacement of the product or refund of the purchase price, at CF Industries' option. In no event shall CF Industries be liable for any special or consequential damages.

**CITY OF LINCOLN/STARTRAN**  
**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**  
**(NONPROCUREMENT)**

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Lincoln/StarTran**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City of Lincoln/StarTran**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CITY OF LINCOLN/STARTRAN  
TERMINATION BY THE CITY FOR CONVENIENCE

- a) The City may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
  - 1. Discontinue the Work to the extent specified by the City;
  - 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the City has directed not to be discontinued;
  - 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the City of all orders and subcontracts not related to that portion of the Work, if any, the City has directed not to be discontinued;
  - 4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
- d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- e) Upon termination, the City shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the City. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the City may direct the Contractor to deliver such goods to the Site or to such other place as the City may reasonably determine, whereupon the City shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, City shall pay to Contractor the sum of the following:
  - 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
  - 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
  - 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
  - 4. Reasonable demobilization costs.
- g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by City pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

**ADDENDUM NO. 1**  
**Issue Date: 04/05/13**  
**SPECIFICATION NO. 13-092**  
**FOR**  
**Annual Supply of Vehicle Oil and Fluids - StarTran**

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

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

1. Additional information regarding tank size and/or how product is delivered to StarTran has been added to the "Item Notes" under the Line Items of the e-bid.
2. New attributes have been added under the "Attribute" section of the e-bid.

All other terms and conditions shall remain unchanged.

Dated this 5th Day of April, 2013.

Suzanne Siemer  
Assistant Purchasing Agent.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

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. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", 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.
- 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 at 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 bid bond, may be required to be submitted with this bidding 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 Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 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 City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City 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 City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding 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 bidding 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 bidding documents.

**4. CLARIFICATION OF BIDDING DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding 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 bidding 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 City; and Bidders shall not rely upon such interpretations or changes.

**5. ADDENDA**

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding 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 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 the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

**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 City 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 bidding 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 City's 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 City.
- 9.2 Such demonstration can be at the City 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 City 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 City reserves 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. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln 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 City, 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 City. Replacement parts of defective components shall be shipped at no cost to the City. 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 City; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City 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 City of Lincoln, Nebraska, as required by the bidding 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 City 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 City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City 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 City.
- 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 City. 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 City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid 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 City of Lincoln, Nebraska 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 City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City 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 workers' compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

15.1 Unless stated otherwise, the City 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 bid 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 Statute Sections 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 provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

**19. LIVING WAGE**

19.1 The Bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

**20. INSURANCE**

20.1 All Bidders shall take special notice of the insurance provisions required for all City contracts (see *Insurance Requirements for All City Contracts*).

**21. EXECUTION OF AGREEMENT**

21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- a. **PURCHASE ORDER**, unless otherwise noted.
  - 1. This contract shall consist of a City of Lincoln Purchase Order.
  - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- b. **CONTRACT**, unless otherwise noted.
  - 1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
  - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
  - 3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.
  - 4. Upon approval and signature, the City will return one copy to the successful Bidder.

**22. TAXES AND TAX EXEMPTION CERTIFICATE**

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 Materials used for Water services are taxable per Reg. 066.14A and no exemption certificate will be issued.

**23. CITY AUDIT ADVISORY BOARD**

23.1 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.

24. **E-VERIFY**

24.1 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](http://www.uscis.gov/everify).

**Advertise 1 time  
Wednesday, April 3, 2013**

**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, Wednesday, April 17, 2013** for providing the following:

**Annual Supply of Vehicle Oil and Fluids - StarTran  
Bid No. 13-092**

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](http://lincoln.ne.gov) (type: e-bid - in search box, then click "Supplier Registration")

Once registered, vendors will receive e-mail bid notification, first acknowledging registration, then approval of 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) 441-7414 or (402) 441-7416 or [ssiemer@lincoln.ne.gov](mailto:ssiemer@lincoln.ne.gov)



# 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 Stern Oil Co., Inc.			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 833 Tank Farm Road			
City Lincoln	State NE	Zip Code 68508		City Council Bluffs	State IA	Zip Code 51503	

**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

7-16-13  
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](http://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](http://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).