

A-87559
C-13-0483

CONTRACT DOCUMENTS

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

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

Contractor:

**Sherwin Williams Paint Company
235 N. 46th Street
Lincoln, NE 68503**

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

THIS CONTRACT, made and entered into by and between **Sherwin Williams Paint Company, 235 No. 46th Street, Lincoln, NE 68503** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, the County of Lancaster, Nebraska, a political subdivision, and the Lincoln-Lancaster County Public Building Commission, hereinafter called the Owners.

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

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

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

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

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

WHEREAS, the University of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the University of Nebraska and Sherwin Williams Paint Company, RFP #2135-13-7215 dated July 1, 2013, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Janitorial and Sanitation Supplies for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. This Contract shall be effective upon execution by both parties. The term of the Contract shall be July 1, 2013 through June 30, 2016.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed for two (2) additional one (1) year terms with mutual written agreement by both parties not to exceed the term of the current University of Nebraska contract

- 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing. Pricing of items will be pursuant to University of Nebraska and Sherwin Williams Paint Company, RFP # 2135-13-7215, dated July 1, 2013.
- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the University of Nebraska shall be made available to the Owners.

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$6,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$36,000.00 during the contract term without approval. The total cost of products or services for the Public Building Commission shall not exceed \$7,500.00 during the contract term without approval by the Board of the Public Building Commission.

4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lincoln-Lancaster County Public Building Commission, and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the direct acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, the Lincoln-Lancaster County Public Building Commission, and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the Lincoln-Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, and the County of Lancaster, Nebraska, and the Lincoln-Lancaster County Public Building Commission.
8. Termination. This Contract may be terminated by the following:
 - 8.1 Termination for Convenience. Either party may terminate this Contract upon forty-five (45) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver Paint and related products
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
 - 8.3 Upon termination for any reason, the Owner shall pay Sherwin Williams Paint Company for all outstanding invoices and all costs and expenses associated with orders placed by Contractor up to the date of termination. Buyer shall pay such amounts to Diamond Vogel within thirty (30) days of the date of invoice. If Owner terminates this Agreement due to the default of the Contractor, Contractor shall reimburse Owner for the documented direct and reasonable expenses Owner incurs as a result of the termination.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the University of Nebraska and Sherwin Williams Paint Company, RFP #2135-13-7215, dated July 1, 2013.
10. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the 'Insurance Clause for All Contracts Lancaster County, Nebraska; Public Building Commission, City of Lincoln, Nebraska' attached hereto and incorporated by this reference. The City of Lincoln, the Lincoln/Lancaster County Public Building Commission and Lancaster County, Nebraska shall be named as additional insured with regard to the performance of the contract services.
11. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

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

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

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

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler, Mayor

Approved by Resolution Order No. 87559
dated September 16, 2013

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

Bryan Behrens
County Law Department

The Board of County Commissioners of
Lancaster County, Nebraska

Deb Schorr
Jeff Smoyer
Larry Hudkins
Janet Bunge
John S. Pauer
Dated: 10/1/13

**EXECUTION BY PUBLIC BUILDING
COMMISSION**

Bob Couper
Lincoln-Lancaster County PBC Attorney

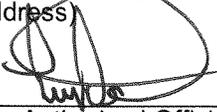
Larry Hudkins
Lincoln-Lancaster County Public Building
Commission
Dated: October 8, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Attached. (SEAL)
Secretary

The Sherwin-Williams Company
Name of Corporation
101 Prospect Ave, Cleveland, OH 44115
(Address)
By:  Troy Danielson
Duly Authorized Official **Mgr. Contract Services**
The Sherwin Williams Co
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)
By: _____
Member
By: _____
Member

THE SHERWIN-WILLIAMS COMPANY

**LIMITED POWER OF ATTORNEY
Bids, Contracts and Bonds**

KNOW ALL MEN BY THESE PRESENTS, that The Sherwin-Williams Company (the "Company"), an Ohio corporation with its corporate headquarters located at 101 W. Prospect Avenue, Cleveland, Ohio 44115, hereby grants to each of the following individuals within the Paint Stores Group of the Company a limited power of attorney to approve and sign on behalf of the Company any papers or documents in the nature of bids, contracts or bonds relating to the purchase or sale of paint and coatings, floor coverings or other supplies, goods or services, by the Company, any individual, corporation, partnership or other legal entity, or by any federal, state, county or municipal or other governmental body, domestic or foreign, and any agency or instrumentality thereof, up to the amounts set forth below, for each individual bid, contract or bond:

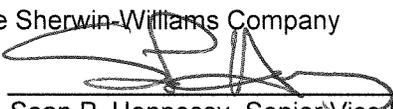
Employee Name	Signing Authority Up To
Troy A. Danielson	\$250,000
William H. Harris	\$250,000
Terry W. Hart	\$250,000
Robert P. Draper	\$300,000

Further, the individuals identified herein are authorized and empowered to authorize any employee of the Paint Stores Group of the Company, which such individual may deem necessary and advisable in connection with the business of the Company, to sign on behalf of the Company, any papers or documents referred to herein not exceeding such individual's signing authority. The limited power of attorney granted herein shall expire and terminate one year from the date of execution.

IN WITNESS WHEREOF, the Company has caused this Limited Power of Attorney to be executed this 24 day of June 2013.

The Sherwin-Williams Company

By: _____



Sean P. Hennessy, Senior Vice President – Finance and Chief Financial Officer

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

I, Elizabeth Rose, a Notary Public in and for the aforesaid County and State, hereby certify that Sean P. Hennessy, Senior Vice President – Finance and Chief Financial Officer of The Sherwin-Williams Company, known to me to be the same person whose name is subscribed to the above instrument as Senior Vice President – Finance and Chief Financial Officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the purposes therein set forth.

Sworn to and subscribed in my presence this 24 day of June 2013.

My Commission Expires:

Elizabeth Rose
(Notary Public)

ELIZABETH ROSE
Notary Public, State of Ohio
Cuyahoga County
My Commission Expires Dec. 9, 2013

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

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

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

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

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

B. General Liability Insurance

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

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

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

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

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

**UNIVERSITY OF NEBRASKA
SHORT FORM AGREEMENT**

THIS AGREEMENT, is made effective on the 1st day of July, 2013, by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate and agency of the State of Nebraska, for and on behalf of the University of Nebraska ("the University"), and **THE SHERWIN WILLIAMS PAINT COMPANY** whose address is 235 N. 46th Street, Lincoln, NE 68503 ("the Contractor").

The Contractor and the University agree to the following terms and conditions:

SECTION 1. THE WORK.

The Contractor shall furnish paint and related products to the University of Nebraska on an as needed basis (hereinafter called "the Work") as provided in the Contract Documents which shall consist of the Agreement and the following documents, which are incorporated by reference into and made a part of this agreement: University of Nebraska-Lincoln **RFP #2135-13-7215 – Paint and Related Products – Prime Supplier Contract** and The Sherwin Williams Paint Company response dated May 17, 2013.

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

SECTION 2. PAYMENT SCHEDULE.

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

EXHIBITS:

- A) Market Basket Pricing
- B) Discount Schedule

SECTION 3. INSURANCE AND BONDING.

The Contractor shall provide certificates of insurance ~~and payment and performance bonds~~ as set forth in the Contract Documents.

SECTION 4. INSPECTION.

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

SECTION 5. NONDISCRIMINATION AND WORKPLACE CONDUCT.

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

SECTION 6. BINDING EFFECT AND ASSIGNMENT.

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

TAY

SECTION 7. GOVERNING LAW AND DISPUTE RESOLUTION.

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

SECTION 8. TERMINATION.

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

If after such written notice, the Contractor fails to cure the breach or failure to make substantial progress, the University may terminate this Agreement and pursue all legal remedies available to it.

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

SECTION 9. LB403 COMPLIANCE.

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

SECTION 10. DEBARMENT.

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

SECTION 11. ENTIRE AGREEMENT AND AMENDMENT.

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

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

THE SHERWIN WILLIAMS
PAINT COMPANY

Signature: [Signature]

Printed Name: Troy Danielson
Title: Mgr. Contract Services
The Sherwin Williams Co

Date: 7/3/14

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

Signature: [Signature]

Printed Name: GARY L. KRAFT
Title: Director, UNL Procurement Services

Date: 6-25-13

EXHIBIT A-Market Basket

University of Nebraska-Lincoln (Procurement Services) Individual Award

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

Supplier Information		Supplier Notes
Company	The Sherwin Williams Paint Company	
Contact	Dustin Hedke	
Address	235 n 46th st	
	Lincoln, NE 68503	
Telephone	1 (402) 466-2313	
Fax	1	
Email		
Submitted	5/17/2013 4:30:41 PM CT	

Bid Messages

Line Items

#	UOM	Description	Qty	Response	Extended
1.1	Each	Sand Paper, 3M 9001NA, 9" x 11" Sheets, fine grade	1	\$3.21	\$3.21
		Supplier Notes: 3m 5 pack			
1.2	Each	Sand paper, 3M9004, 9" x 11" Sheets Extra Course Grade.	1	\$3.21	\$3.21
		Supplier Notes: 3M 4 pack			
1.4	Each	Warner #112, Utility Window Scrapper Razor Blades - Single Edge, Industrial.	1	\$2.02	\$2.02
		Supplier Notes: American Line 10 pack \$2.02			
		American Line 100 pack \$5.59			

1.5	Each	Wooster R295, Roller Brush 9" - 1/2" Nap	1	\$3.73	\$3.73
		Supplier Notes: Purdy Golden Eagle 9" 1/2" nap Each			
1.6	Each	Wooster R-296, Roller Brush 9" - 3/4" Nap	1	\$4.26	\$4.26
		Supplier Notes: Purdy Golden Eagle 9" 3/4" nap Each			
1.7	Each	Wooster-Sherlock R017, Roller Handle, 9"	1	\$2.93	\$2.93
		Supplier Notes: SW heavy duty 9" handle Each			
1.9	Each	Regular Size, Roller Paint Pan, Aluminum	1	\$2.72	\$2.72
		Supplier Notes:			
1.10	Each	Purdy #716341010102, Paint Brush, 2 1/2", Latex	1	\$15.11	\$15.11
		Supplier Notes:			
1.11	Each	Purdy #716341007805. Paint Brush 1", Latex	1	\$8.53	\$8.53
		Supplier Notes:			
1.12	Each	Purdy #716341015305. Paint Brush, 3", Latex	1	\$15.11	\$15.11
		Supplier Notes:			
1.13	Each	Purdy #716341000509. Paint Brush, 2 1/2", Oil	1	\$10.28	\$10.28
		Supplier Notes:			
1.14	Each	AllPro #80108. Putty Knife, 1 1/2".	1	\$3.49	\$3.49
		Supplier Notes: Purdy Contr. 1.5 flex knife \$3.49 Purdy Contr 1.5 stiff knife \$3.49			
1.15	Each	AllPro - Broad Knife, 6" Trim Brush.	1	\$7.83	\$7.83
		Supplier Notes: Purdy 6" joint knife			
1.16	Each	Scotch Brand Product #2090. Blue Paint Tape, 1 1/2" x 60 Yds	1	\$4.75	\$4.75
		Supplier Notes:			

1.17	Each	Scotch #2080 Blue Paint Tape, 1" x 60 yds	1	\$4.61	\$4.61
Supplier Notes:					
1.18	Each	Rimaco #12206 Masking paper, 180 ft Roll, 6" x 60 Yds	1	\$1.60	\$1.60
Supplier Notes:					
1.19	Each	Sherwin Williams Product Number R295 Labmswool roller cover	1	\$8.91	\$8.91
Supplier Notes: SW 9" 1/2 " sheepskin					
1.20	Box	Sherwin Williams Product Number 105285W paint rags.	1	\$16.79	\$16.79
Supplier Notes: Buffalo 8 lb box					
2.1	Each	Fiberglass - Ladder, (jw) add 4,6,8, also10 foot, 300# Weight Capacity	1	\$55.99	\$55.99
Supplier Notes: Werner 300# 1A 4 #6204 \$55.99 / 6' #6206 \$79.93 / 8' #6208 \$121.93					
2.2	Each	Canvas Drop Cloth, 4' x 15', (6 - 7 Ounce Fabric Weave)	1	\$12.59	\$12.59
Supplier Notes: 4 x 12 8oz \$12.59 / 4 x 15 10oz \$14.83					
2.3	Each	Canvas Drop Cloth, 12' x 15" (9 - 11 Ounce Fabric Weave)	1	\$25.19	\$25.19
Supplier Notes: 12 x 15 8oz \$25.19					
2.4	Each	Plastic Drop Cover, Embossed 9' x 12', 2 Mil Thick	1	\$3.49	\$3.49
Supplier Notes:					
2.5	Each	Caulk, Easy Gun, 35 Year Interior / Exterior	1	\$5.73	\$5.73
Supplier Notes: Dripless Lifetime					
2.6	Gallon	All Purpose Joint Compound	5	\$13.85	\$69.25
Supplier Notes:					
3.1	Gallon	D.I.F. Wall Paper Stripper - 1 Gallon.	1	\$19.31	\$19.31
Supplier Notes:					

3.2	Gallon	Acetone - 1 Gallon.	1	\$18.47	\$18.47
Supplier Notes:					
3.3	Gallon	AllPro Lacquer Thinner	1	\$14.69	\$14.69
Supplier Notes:					
4.1	Gallon	Old Masters Interior Penetrating Stain Golden Oak. 1 Gallon.	1	\$32.99	\$32.99
Supplier Notes: Sherwin Williams BAC Sherwood wiping stain					
5.1	Gallon	Diamond Vogel Hide - Interior Egg Shell	1	\$18.95	\$18.95
Supplier Notes: Sherwin Williams Promar 200 E/S / (To be replace in by Promar 200 0 VOC e/s \$20.90)b20w221					
5.2	Gallon	Diamond Vogel chalk gray egg shell	1	\$18.95	\$18.95
Supplier Notes: Sherwin Williams Promar 200 e/s b20w2251 to be replace by 200 o voc e/s \$20.90gal					
5.3	Gallon	Diamond Vogel Permacryl Exterior Flat	1	\$29.24	\$29.24
Supplier Notes: SW A100 Flat					
5.4	Gallon	Diamond Vogel Permacryl Exterior Semi-Gloss	1	\$0.00	\$0.00
Supplier Notes: no ext s/g					
5.5	Gallon	Diamond Vogel Permacryl Exterior Satin	1	\$29.24	\$29.24
Supplier Notes:					
5.6	Gallon	Diamond Vogel Weather Plate Exterior Flat	1	\$0.00	\$0.00
Supplier Notes:					
5.7	Gallon	Sherwin William Product Number 404-3238, Exterior, Fire retardant flat latex stadium gray. Part number MHGEN01016	1	\$75.00	\$75.00
Supplier Notes:					
5.8	Gallon	Sherwin Williams Product Number B20W02651 Belgian Gray	1	\$20.90	\$20.90
Supplier Notes: 200 O voc e/s					

5.9	Gallon	Sherwin Williams Product Number 375-0109936 Pro plus gloss mountain fog	1	\$29.09	\$29.09
Supplier Notes: Solo S/G trim paint					
5.10	Gallon	Sherwin William Product Number B20W02207 Seal Grip snow shadow	1	\$26.09	\$26.09
Supplier Notes: SW Multi purpose primer / to seal grip					
5.11	Gallon	Sherwin Williams Product Number B20W02651 Seal Grip baby's breath	1	\$20.90	\$20.90
Supplier Notes: 200 0 voc e/s					
5.12	Gallon	Sherwin Williams Product Number B20W02251 Chalk gray egg shell	1	\$18.95	\$18.95
Supplier Notes: Promar 200 e/s b20w2251 to be replaced by 200 0 voc E/s \$20.90 gal					
5.13	Gallon	Paint Primer Sealer, White	1	\$18.79	\$18.79
Supplier Notes: contractor primer b28wf162					
5.14	Gallon	Paint Enamel Undercoat, White	1	\$30.74	\$30.74
Supplier Notes: Wall and Wood primer sealer					
				Award Total	
				\$713.63	

EXHIBIT B-Discount Schedule

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

Paint: 25% minimum discount off list price discount to customers.

Sundries: 30% minimum discount off list price discount to customers.

Paint Rollers/Brushes: 25% minimum discount off list price discount to customers.

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

OMAHA DISTRICT OFFICE - 1-8-23
9317 "J" St. 402-592-7648
Omaha, NE 68127 FAX 402-592-0042

Omaha F/C - #1260
727 N Frontier Dr.
Papillion, NE 68046
(402) 592-0821
FAX 402-592-0829
MM - Steve Kozak
AMM - John Young

O/Center - #3130
2735 S 140th St
Omaha, NE 68144
(402) 333-4448
FAX 402-333-4825
MM - Ed Filmyer
AMM - Will Fox

Hastings - #3008
315 N Burlington Ave.
Hastings, NE 68901
(402) 463-1717
FAX 402-463-3357
MM - Chris Boyne
AMM - Phil Reit

Council Bluffs - #3010
3525 Metro Drive
Council Bluffs, IA 51501
(712) 328-3701
FAX 712-328-1194
MM - Amber Barr
AMM - Trevor Roenfeldt

LeMars - #3174
33 Plymouth St NW
LeMars, IA 51031
(712) 546-4359
FAX 712-548-4359
MM - Connie Braun
AMM - Lynne Blackmore

Beatrice - #3082
616 Court St
Beatrice, NE 68310
(402)223-5340
FAX 402-228-2180
MM - Jackie Kolb
AMM - Heather Russell

Kearney - #3117
3715 2nd Ave
Kearney, NE 68847
(308) 234-4217
FAX 308-237-4756
MM - Viannet Nunez
AMM - Dandi Cabanting

Columbus - #3158
2008 23rd St
Columbus, NE 68601
(402) 564-2969
FAX 402-564-6614
MM - Carol Winter
AMM - Phil Gengler

Lincoln/Alamo - #3159
5601 S 56TH St., #17
Lincoln, NE 68516
(402) 421-2305
FAX 402-421-2312
MM - Tyler Thody
AMM - Adam Kitzing

LeMars - #3174
33 Plymouth St NW
LeMars, IA 51031
(712) 546-4359
FAX 712-548-4359
MM - Connie Braun
AMM - Lynne Blackmore

Lincoln/G - #3175
235 N 46th St
Lincoln, NE 68503
(402) 466-2313
FAX 402-467-4781
MM - Luther Heckman
AMM - Travis Peterson

NORTHERN PLAINS OFFICE
11410 Alameda Drive
Strongsville, OH 44149

O/Cass - #3193
7653 Cass Street
Omaha, NE 68114
(402) 390-9616
FAX 402-390-0105
MM - Dave Theesen
AMM - Kendall Sigmon

Papillion - #3204
945 N Adams, #2
Papillion, NE 68046
(402) 596-2990
FAX 402-596-2991
MM - Jeff Greer
AMM - Justin Zebolsky

Norfolk - #3222
2118 Market Lane, #1
Norfolk, NE 68701
(402) 379-9965
FAX 402-379-2124
MM - Dana Kinnison
AMM - Cole Friend

O/Stonegate - #3228
3131 N 120th St
Omaha, NE 68164
(402) 445-0365
FAX 402-445-0366
MM - Tim Klimdt
AMM - David Gregg

North Platte - #3236
301 E 4th St
North Platte, NE 69101
(308) 532-1064
FAX 308-532-6921
MM - Nikki Weitzel
AMM - CJ Roy

Lincoln/Alamo - #3159
5601 S 56TH St., #17
Lincoln, NE 68516
(402) 421-2305
FAX 402-421-2312
MM - Tyler Thody
AMM - Adam Kitzing

LeMars - #3174
33 Plymouth St NW
LeMars, IA 51031
(712) 546-4359
FAX 712-548-4359
MM - Connie Braun
AMM - Lynne Blackmore

Lincoln/G - #3175
235 N 46th St
Lincoln, NE 68503
(402) 466-2313
FAX 402-467-4781
MM - Luther Heckman
AMM - Travis Peterson

DISTRICT CREDIT OFFICE
5212 University Ave
Cedar Falls, IA 50613
319-268-9103
FAX 319-268-9107

Bellevue - #3612
2805 Samson Way
Bellevue, NE 68123
(402) 292-0444
FAX 402-292-2404
MM - Dan Ogle
AMM - Nate Adkins

West Maple - #3658
17453 Manderson St
Omaha, NE 68116
(402) 289-9744
FAX 402-289-9745
MM - Chris Pham
AMM - Edna Lebbie

Grand Island - #3674
502 W 3rd St
Grand Island, NE 68801
(308) 382-0496
FAX 308-382-5694
MM - Dar Barnes
AMM - Ashley Betke

Fremont - #3691
312 N Main St
Fremont, NE 68025
(402) 721-9746
FAX 402-721-0745
MM - Danny Potthoff
AMM - Ned Wempen

Spencer - #3917
704 Grand Ave
Spencer, IA 51301
(712) 262-2438
FAX 712-262-9454
MM - Brandon Delaney
AMM - Brian Prange

Lincoln, Comm, #3250
208 NW 20th St. #1
Lincoln, NE 68528
(402) 476-3100
FAX 402-476-2026
MM - Perry Leif
OM - Mitch Becker

O/Commercial - #3251
9317 "J" Street
Omaha, NE 68127
(402) 592-0770
FAX 402-597-2931
MM - Casey Jacobi
OM - Chelsea Hailey

Sioux City - #3275
1000 W 8th
Sioux City, IA 51103
(712) 255-3565
FAX 712-255-5171
MM - Garrett Rauterkus
AMM - Rick Konz

O/Q St - #3282
18128 R Plaza
Omaha, NE 68135
(402) 891-0782
FAX 402-891-0792
MM - Betsy Hansen
AMM - Dan Prinz

O/Crown Point - #3610
6009 N 72nd St
Omaha, NE 68134
(402) 573-1270
FAX 402-573-1273
MM - Tyler Brown
AMM - Candice Kunkle

Sunnybrook - #3973
5725 Sunnybrook Dr.
Sioux City, IA 51106
(712) 266-9909
FAX 712-266-9911
MM - Errol Lowery
AMM - Andrew Martin

District Coordinator-
Sarah Herbolzheimer
(402) 592-7648
FAX 402-592-0042
email omaha.district@sher

Scottsbluff - #3111
610 W 27th St
Scottsbluff, NE 69361
(308) 632-6131
FAX 308-632-6732
MM - Mark Buchhammer
AMM - Nannie Walsh

Automotive - # 9303
10236 L St
Omaha, NE
(402) 593-1886
CC Store- # 1405
4424 S 102nd St
Omaha, NE
(402) 592-1522
Fax **402-592-1857**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)
8/9/2013

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

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

PRODUCER
Hylant Group - Cleveland
6000 Freedom Square Drive
Suite 400
Cleveland, OH 44131

CONTACT NAME: Sally Harper
PHONE (A.C. No. Ext): 216-447-1050 FAX (A.C. No.): 216-447-4088
E-MAIL ADDRESS: Sally.Harper@Hylant.com

INSURED
The Sherwin-Williams Company
101 W. Prospect Avenue
Cleveland, OH 44115-1075

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA	19445
INSURER B:	
INSURER C: Qualified Self Insurance	
INSURER D: Safety National Casualty Corp.	15105
INSURER E:	
INSURER F:	

C T-1

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WWD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GL5094663	05/01/13	05/01/16	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EA OCC PROD-COMP/OP \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GL5094664	05/01/13	05/01/16	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA5196415 (AOS) CA5196416 (MA) CA5196417 (VA)	05/01/13	05/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ EA OCC PROD/COMP OP \$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER, MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	LDS4041894	05/01/13	05/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
D	<input type="checkbox"/> EXCESS WORKERS' COMP AND EMPLOYERS LIAB		PS4041895	05/01/13	05/01/14	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	<input type="checkbox"/> SELF INSURED (SEE DESC.)					
D	<input type="checkbox"/> EXCESS WORKERS' COMP AND EMPLOYERS LIAB		SP4048477 (AOS) SP4048478 (FL)	05/01/13	05/01/14	WC STATUTORY EMPLOYERS LIAB 2,000,000

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

ALL LOCATIONS AND OPERATIONS OF THE NAMED INSURED AND ITS DIVISIONS IN ALL STATES

The City of Lincoln, Nebraska, Lancaster County, and Public Building Commission are an Additional Insured, where required by written contract, with respect to work performed by the Named Insured.

WC SELF-INSURED STATES: AL,AR,CA,FL,GA,IL,IN,KS,KY,LA,MD,MA,MI,MO,NJ,NY,NV,NC,OH,OK,PA,SC,TN,TX,VA

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln, Nebraska
440 South 8th Street, Suite 200
Lincoln NE 68508

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

AUTHORIZED REPRESENTATIVE



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 Sherwin Williams Paint Company		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 235 N. 46th Street		
City Lincoln	State NE	Zip Code 68508	City Lincoln,	State NE	Zip Code 68503

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

8-7-13
Date

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

Incomplete certificates cannot be accepted.

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

NOTE: This form cannot be used 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/reg/slstaxregs.

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

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

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

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

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

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

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

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

CATEGORIES OF EXEMPTION

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

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

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

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

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

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

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

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

INSTRUCTIONS

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

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.

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

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

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

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

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

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

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

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

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

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

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

CATEGORIES OF EXEMPTION

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

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

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

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

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

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

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

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



Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lincoln-Lancaster County Public Building Commission			Name Sherwin Williams Paint Company		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 235 N. 46th Street		
City Lincoln	State NE	Zip Code 68508	City Lincoln,	State Ne	Zip Code 68503

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

8-7-13
Date

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

Incomplete certificates cannot be accepted.

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

NOTE: This form cannot be used to purchase materials, supplies, labor & service used for the WATER Division of the City of Lincoln. Said services are taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

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