

**AMENDMENT TO CONTRACT
ANNUAL SUPPLY OF .223 RIFLE AMMUNITION
QUOTE NO. 4363
CITY OF LINCOLN
Second Renewal**

This Amendment is hereby entered into by and between **Simmons Gun Specialties, 20241 W. 207th Street, Spring Hill, KS 66083** (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract executed under D.O. No. 08820, dated February 22, 2013, for Annual Supply of .223 Rifle Ammunition, Quote No. 4363, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is February 22, 2013 through February 21, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by City Directorial Order No. 10859 on March 26, 2014, to renew the Contract for an additional one (1) year period from February 22, 2014 through February 21, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning February 22, 2015 through February 21, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$3,500.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City D.O. 08820 and stated herein the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning February 22, 2015 through February 21, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$3,500.00 without prior approval by the City of Lincoln.
- 3) 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.

Dated this <u>20th</u> day
of <u>March</u> 2015
 _____ Police Chief

Supplier, please fill out the following Information and mail back to our office; a faxed copy is not acceptable.

Company Name:	Simmons Gun Specialties
By: (Please Sign)	Gregg Johnson
By: (Please Print)	Gregg Johnson
Title:	Buyer
Company Address:	20241 W. 207th SpringHills 4083
Company Phone & Fax:	913-592-3939 (F) 913-686-3299
E-Mail Address:	greggoryjohnson@unitedsportingco.com
Contact Person for: "Orders or Service"	Gregg Johnson
Contact Phone Number:	913-592-3939 Ext 6226
Date:	2/17/15

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF .223 RIFLE AMMUNITION
QUOTE NO. 4363
FIRST RENEWAL**

This Amendment is hereby entered into on this 26th day of March, 2014 by and between **Simmons Gun Specialties, 20241 W. 207th St., Spring Hill, KS 66083** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **February 22, 2013**, under **D. O. No. 08820**, (the "Agreement"), for **The Annual Supply of .223 Rifle Ammunition, Quote No. 4363**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **February 22, 2013 through February 21, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **February 22, 2014 through February 21, 2015**; and

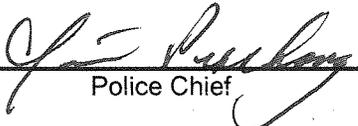
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **February 22, 2014 through February 21, 2015**.
- 2) All other terms of the Agreement, 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>26th</u> day
of <u>March</u> 2014
 _____ Police Chief

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	<u>Simmons Gun Specialties</u>
By: (PLEASE PRINT)	<u>Gregg Johnson</u>
By: (PLEASE SIGN)	
Title:	<u>Buyer</u>
Company Address: (PLEASE PRINT)	<u>20241 W. 207th Spring Hill ks 66083</u>
Company Phone & Fax: (PLEASE PRINT)	<u>913-592-3939 (F) 913-686-3299</u>
E-Mail Address: (PLEASE PRINT)	<u>greggory.johnson@unitedsportingco.com</u>
Date:	<u>3/12/14</u>

MAILED
3-28-14 Vendor

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
.223 RIFLE AMMUNITION
QUOTE NO. 4363**

**Simmons Gun Specialties
20241 W. 207th St.
Spring Hill, KS 66083
913.686.3939**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Simmons Gun Specialties, 20241 W. 207th St., Spring Hill, KS 66083**, 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 .223 Rifle Ammunition, Quote 4363** and,

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

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

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

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

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

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a **one (1) year term** with the option for three additional one year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Sales Tax Exemption Form 13

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

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Jan E. R...



CITY OF LINCOLN, NEBRASKA

Police Chief

Approved by Directorial Order

dated FEB 22 2013

08820

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Debbie Skinner (SEAL)

Simmons Gun Specialties
Name of Corporation

2024 W. 207th
(Address)

Spring Hill KS 66083

By: *[Signature]*
Duly Authorized Official

Buyer
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	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Police Dept. 575 S. 10th St. Lincoln, NE 68508
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst. Purchasing Agent	Contact	
Phone	(402) 441-7410				
Fax	(402) 441-6513				
Bid Number	4363	Department	Purchasing	Department	Building
Title	.223 Rifle Ammunition	Building			
Bid Type	Quote		Suite 200	Floor/Room	Telephone
Issue Date	01/24/2013	Floor/Room			
Close Date	1/29/2013 3:00:00 PM CST	Telephone	1 (402) 441-7428	Fax	
Need by Date		Fax	1 (402) 441-6513	Email	
		Email	smulder@lincoln.ne.gov		

Supplier Information

Company simmonsgunspecialties
 Address 20241 w 207th st

 Contact spring hill, KS 66083
 gregg johnson
 Department
 Building
 Floor/Room
 Telephone 1 (913) 6863939
 Fax 1 (913) 6863299
 Email greggoryjohnson@simmons-jsc.com
 Submitted 1/29/2013 2:10:57 PM CST
 Total \$7,425.00

Signature _____

Supplier Notes

REmington Ammo L223R3

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	Contact	Name of person submitting this bid:	gregg johnson
3	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	30 to 15 0days ARO
4	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
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. . (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a yes
8	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	25	M	.223 Caliber Practice Ammunition	\$297.00

Item Notes:
Bid is per Thousand Only!
Vendor shall provide .223 caliber rifle ammunition on an as-needed basis to the Lincoln Police Department and the Lancaster County Sheriffs Office.
Ammunition will be used as practice rounds.
Ammo shall be 55 grain Full Metal Jacket, New or Remanufactured with BRASS CASINGS.
Price must include delivery to locations listed above.
Orders will be placed in various quantities as needed.
Separate invoicing shall be done for City of Lincoln Police Department and Lancaster County Sheriff's Department.
No specific order quantities are guaranteed from the City or County.

Supplier Notes: delivery date is 30 to 150 days ARO
Remington Ammo #L223R3
RAMAC #23711

Response Total: \$7,425.00
