

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
POLICE DECALS
QUOTE NO. 3793
THIRD AND FINAL RENEWAL**

This Amendment is hereby entered into by and between Graphic Designs International, Inc., 3161 SE Slater St., Stuart, FL 34997 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated March 22, 2012, under D. O. No. 07212, (the "Contract"), for the **Police Decals, Quote No. 3793**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 22, 2012 through March 21, 2013, 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 the City D.O. 08723 on February 7, 2013, to renew the Contract for an additional one (1) year term from March 22, 2013 through March 21, 2014; and

WHEREAS, the Contract was amended by the City D.O. 10674 on February 7, 2014, to renew the Contract for an additional one (1) year term from March 22, 2014 through March 21, 2015; and

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

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$12,000.00 without prior approval by the City of Lincoln.

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

- 1) The term of the Contract shall be from March 22, 2015 through March 21, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$12,000.00 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.

Official City Use Only

Dated this <u>30</u> day
of <u>January</u> 2015
 _____ 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)	Graphic Designs International Inc
By: (Please Sign)	Alison Gallagher, Pres
By: (Please Print)	Alison Gallagher
Title: (Please Print)	President
Company Address: (Please Print)	3161 SE Slater Street, Stuart FL 34991
Company Phone & Fax: (Please Print)	800-344-6853 / 772-286-8198
E-Mail Address: (Please Print)	alison@gdigraphics.com
Date: (Please Print)	1/20/2015
Contact Person For: "Orders or Service" (Please Print)	Christine Wilgus Tina@gdigraphics.com
Phone Number:	800-344-6853

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
POLICE DECALS - QUOTE NO. 3793
SECOND RENEWAL**

This Amendment is hereby entered into on this 7th day of February, 2014 by and between **Graphic Designs International, Inc., 3161 SE Slater St., Stuart, FL 34997** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated March 22, 2012, under **D. O. No. 07212**, (the "Agreement"), for **Police Decals, Quote No. 3793**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is March 22, 2012 thru March 21, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from March 22, 2013 through March 21, 2014,

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

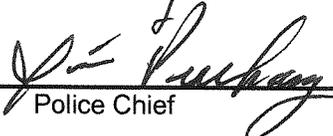
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from March 22, 2014 through March 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.

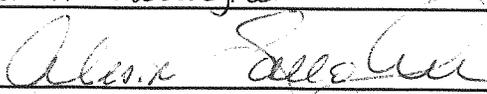
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>7th</u> day of <u>February</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.

Executed this 23rd day of January, 2014

Company Name: (PLEASE PRINT)	Graphic Designs International Inc
By: (PLEASE PRINT)	Alison Gallagher
By: (PLEASE SIGN)	
Title:	President
Company Address: (PLEASE PRINT)	3161 SE Slater Street, Stuart FL 34997
Company Phone & Fax: (PLEASE PRINT)	772-287-0000 772-286-8198
E-Mail Address: (PLEASE PRINT)	alison@gdiographics.com

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
POLICE DECALS - QUOTE NO. 3793
FIRST RENEWAL**

08723

This Amendment is hereby entered into on this ____ day of _____, 2013 by and between **Graphic Designs International, Inc., 3161 SE Slater St., Stuart, FL 34997** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **March 22, 2012**, under D. O. No. **07212**, (the "Agreement"), for **Police Decals, Quote 3793**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **March 22, 2012 thru March 21, 2013**, 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 extend the agreement for an additional one (1) year term beginning **March 22, 2013 thru March 21, 2014**; and

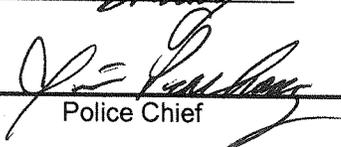
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **March 22, 2013 thru March 21, 2014**.
- 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.

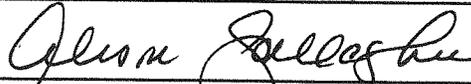
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u> 3 </u> day
of <u> February </u> 2013
 _____ Police Chief

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

Executed this 16 day of January , 2013

Company Name: (PLEASE PRINT)	GRAPHIC DESIGNS INT. INC.
By: (PLEASE PRINT)	ALISON GALLAGHER
By: (PLEASE SIGN)	
Title:	PRESIDENT
Company Address: (PLEASE PRINT)	3161 SE SLATER ST. STUART FL 34997
Company Phone & Fax: (PLEASE PRINT)	772-287-0000 772-286-8198
E-Mail Address: (PLEASE PRINT)	alison@gdiographics.com

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**POLICE DECALS
QUOTE 3793**

**Graphic Designs International, Inc.
3161 SE Slater St.
Stuart, FL 34997
800.344.6853**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Graphic Designs International, Inc., 3161 SE Slater St., Stuart, FL 34997**, 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 **Police Decals, Quote 3793** 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 to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendum #1
 4. Special Provisions
 5. Instructions to Bidders

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.

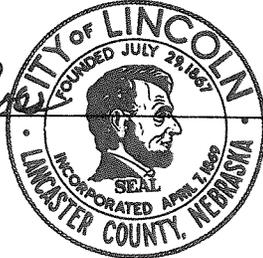
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jean E. Rabe
City Clerk



CITY OF LINCOLN, NEBRASKA

Police Chief John P. ...

Approved by Directorial Order 7212

dated 03/22/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Margaret Hoet (SEAL)
Secretary

Graphix Design/Int'l Inc.
Name of Corporation

3161 SE Slater St.
(Address) Stuart 72. 34997

By: Alison A. Gallagher
Duly Authorized Official

President
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 Garage 605 J Street Lincoln, NE 68508
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst. Purchasing Agent	Contact	Pat Wenzl
Phone	(402) 441-7410				
Fax	(402) 441-6513				
Bid Number	3793 Addendum 1	Department	Purchasing	Department	Building
Title	Police Decals	Building			
Bid Type	Quote		Suite 200	Floor/Room	
Issue Date	02/03/2012	Floor/Room		Telephone	
Close Date	2/8/2012 10:00:00 AM CST	Telephone	(402) 441-7428	Fax	
Need by Date		Fax	(402) 441-6513	Email	
		Email	smulder@lincoln.ne.gov		

Supplier Information

Company Graphic Designs International, Inc.
 Address 3161 SE Slater St
 Stuart, FL 34997
 Contact Wanda Butler
 Department
 Building
 Floor/Room
 Telephone 1 (800) 344-6853
 Fax 1 (772) 286-8198
 Email wgdgraphics@bellsouth.net
 Submitted 2/7/2012 4:59:51 PM CST
 Total \$2,459.00

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	Contact	Name of person submitting this bid:	Alison Gallagher
3	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	14
4	Blanket PO/Term Clause of Contract	This bid is for a one (1) year term. With the option to renew for three (3) additional one (1) year periods (a) Are your bid prices firm for a 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 b/ no c/ 2015
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	9	Sets	POLICE VEHICLE GRAPHICS - Interceptors Sedans	\$131.00

Item Notes: YOU MUST INDICATE THE BRAND, MODEL AND WARRANTY FOR THE DECAL MATERIAL BEING BID IN THE SUPPLIER NOTES SECTION OF YOUR EBID RESPONSE.

Price must be for all decals and shipping charges to the location listed above.

The City of Lincoln shall issue a Blanket PO for the purchase of these decals from one vendor for a period of one year with pricing remaining constant for the year and the option to renew for an additional three (3) year one (1) year periods.

Orders will be placed on an as-needed basis by Police Garage.

Supplier Notes: 3M 5100R reflective 4-7 year

2	10	Sets	POLICE VEHICLE GRAPHICS - Interceptor Utilities	\$128.00
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Item Notes: YOU MUST INDICATE THE BRAND, MODEL AND WARRANTY FOR THE DECAL MATERIAL BEING BID IN THE SUPPLIER NOTES SECTION OF YOUR EBID RESPONSE.

Price must be for all decals and shipping charges to the location listed above.
The City of Lincoln shall issue a Blanket PO for the purchase of these decals from one vendor for a period of one year with pricing remaining constant for the year and the option to renew for an additional three (3) year one (1) year periods.
Orders will be placed on an as-needed basis by Police Garage.

Supplier Notes: Oracal 651 non-reflective 6-year

Response Total: \$2,459.00

**Addendum #1
for
Police Decals
Quote 3793**

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. This quote is for the decals only. NO installation required.
2. The preferred product for the decals are as follows:
 - A) 3M Black 220 Gerber Series NON-reflective with a five (5) year warranty. (No printing, just cut vinyl)
 - B) 3M 5100R White Reflective edge (printed) Black and four (4) color process with Abrasion Guard SPF with a three (3) year warranty.
 - C) Vector Art available to the selected vendor .

All other terms and conditions shall remain unchanged.

Dated this 6th day of February, 2012.

Sharon Mulder,
Assistant Purchasing Agent