

0012327

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY OF TAPCO ADAPTERS & WEDGES
QUOTE NO. 4290
SECOND RENEWAL**

This Amendment is hereby entered into by and between Midwest Service and Sales, Co., 602 Road 5, Schuyler, NE 68661 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated January 15, 2013, under D. O. No. 08635, (the "Contract"), for the **Annual Supply of Tapco Adapters & Wedges, Quote No. 4290**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 15, 2013 through January 14, 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 the City D.O. 10396 on December 5, 2013, to renew the Contract for an additional one (1) year period from January 15, 2014 through January 14, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning January 15, 2015 through January 14, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$18,000.00 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 January 15, 2015 through January 14, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$18,000.00 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

<p>Dated this <u>24</u> day</p> <p>of <u>January</u> 2015</p> <p style="font-size: 1.2em; font-family: cursive; margin-top: 20px;"><i>Miki Exposito</i></p> <hr style="border: 0.5px solid black;"/> <p>Public Works & Utilities Director</p>

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)	Midwest Service and Sales Co
By: (Please Sign)	
By: (Please Print)	Terry Scheuneman
Title: (Please Print)	President
Company Address: (Please Print)	602 Road 5 Schuyler, NE 68661
Company Phone & Fax: (Please Print)	800-642-8302 402-352-5142
E-Mail Address: (Please Print)	sales@midwestserviceandsales.com
Date: (Please Print)	12/15/14
Contact Person For: "Orders or Service" (Please Print)	Elizabeth Smith
Phone Number:	800-642-8302

DO 10396

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF TAPCO ADAPTERS & WEDGES
QUOTE 4290
FIRST RENEWAL**

This Amendment is hereby entered into on this 20 day of November, 2013 by and between **Midwest Service and Sales, Co., 602 Road 5, Schuyler, NE 68661** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated January 15, 2013, under **D. O. No. 08635**, (the "Agreement"), for **The Annual Supply of Tapco Adapters & Wedges, Quote 4290**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is January 15, 2013 through January 14, 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 January 15, 2014 through January 14, 2015; and

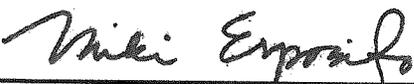
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from January 15, 2014 through January 14, 2015.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

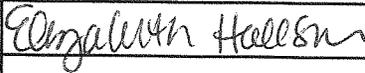
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

Dated this <u>5th</u> day
of <u>December</u> 2013

Public Works & Utilities Director

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)	Midwest Service and Sales Co
By: (PLEASE PRINT)	Elizabeth Hoelscher
By: (PLEASE SIGN)	
Title:	Office Manager
Company Address: (PLEASE PRINT)	602 Road 5, Schuyler, NE 68661
Company Phone & Fax: (PLEASE PRINT)	(402)352-5630; (402)352-5142
E-Mail Address: (PLEASE PRINT)	sales@midwestservicandsales.com
Date:	November 20, 2013

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY OF
TAPCO ADAPTERS & WEDGES
QUOTE 4290**

**Midwest Service and Sales, Co.
602 Road 5
Schuyler, NE 68661
800.642.8302**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 15th day of Jan. 2017, by and between **Midwest Service and Sales Co., 602 Road 5, Schuyler, NE 68661**, 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 TAPCO Adapters & Wedges, Quote 4290 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/Supplier Response
 3. Special Provisions
 4. Instructions to Bidders
 5. 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.

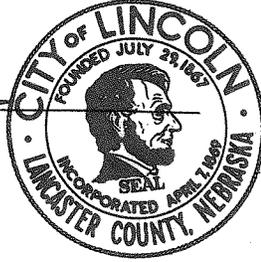
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Jean E. Ross



CITY OF LINCOLN, NEBRASKA

Miki Eppel

Public Works & Utilities Director

Approved by Directorial Order **08635**

dated *Jan. 15, 2013*

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Patricia Schenema (SEAL)

Midwest Service and Sales Co.
Name of Corporation

602 Rd 5, Schuyler, NE 68661

(Address)

By: *Patricia Schenema*
Duly Authorized Official

Secretary-Treasurer

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

Bid Creator Shelly Hinze, Buyer
Email rhinze@lincoln.ne.gov
Phone 1 (402) 441-8313
Fax 1 (402) 441-6513

Bid Number 4290
Title Annual Supply of TAPCO
Adapters & Wedges

Bid Type Quote
Issue Date 12/05/2012
Close Date 12/13/2012 2:00:00 PM CST
Need by Date

Contact Information

Address Purchasing
440 S. 8th St.
Lincoln, NE 68508

Contact Shelly Hinze, Buyer
Purchasing

Department
Building Suite 200

Floor/Room
Telephone 1 (402) 441-8313
Fax 1 (402) 441-6513
Email rhinze@lincoln.ne.gov

Ship to Information

Address Public Works & Utilities,
Engineering Services
901 West Bond Suite
100
Lincoln, NE 68521

Contact

Department
Building

Floor/Room
Telephone (402) 441-6576
Fax
Email

Supplier Information

Company MIDWEST SERVICE AND SALES CO.
Address 602 ROAD 5
Schuyler, NE 68661

Contact
Department
Building
Floor/Room
Telephone 800 (642) 8302
Fax 402 (352) 5142
Email

Submitted 12/13/2012 10:44:27 AM CST
Total \$12,511.50

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	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	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 _____	We will honor our prices for one year, from 1/1/2013 to 12/31/2013
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
7	Product	Product Name:	TAPCO V-loc Products
8	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
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	Delivery aproximately 3-5 weeks ARO
10	Contact	Name of person submitting this bid:	Elizabeth Hoelscher
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	30	EA	TAPCO V-Loc socket	\$23.80
Manufacturer: TAPCO or Equivalent Manufacturer #: 19-VR-18				
Item Notes: List your mfg. and model number in the supplier notes if bidding an equivalent.				
Supplier Notes: Items are manufactured by TAPCO, prices DO NOT include freight.				
2	650	EA	TAPCO V-Loc U-Channel Adapters 18" with 9/16" hole drilled opposite tek screw shall include hardware 5/16" x 3 1/2" hex head bolts, flat washers and lock nuts.	\$14.50
Manufacturer: TAPCO or Equivalent Manufacturer #: 19-UCA-18				
Item Notes: List your mfg. and model number in the supplier notes if bidding an equivalent.				
Supplier Notes: Items are manufactured by TAPCO, prices DO NOT include freight.				
3	650	EA	TAPCO Wedges	\$3.20
Manufacturer: TAPCO or Equivalent Manufacturer #: SW-1				
Item Notes:				
Supplier Notes: Items are manufactured by TAPCO, prices DO NOT include freight.				
4	10	EA	TAPCO V-loc for 2" square tube post with 24" leg	\$29.25
Manufacturer: TAPCO or equivalent Manufacturer #: 200-VS2				
Item Notes: List your mfg. and model number in the supplier notes if bidding an equivalent.				
Supplier Notes: Items are manufactured by TAPCO, prices DO NOT include freight.				
			Response Total:	\$12,511.50