

AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY OF GOLF COURSE ACCESSORIES
QUOTE NO. 4291
SECOND RENEWAL

This Amendment is hereby entered into by and between Van Wall Equipment, 13747 Industrial Road, Omaha, NE 68137 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated January 10, 2013, under D. O. No. 08603, (the "Contract"), for the **Annual Supply of Golf Course Accessories, Quote No. 4291**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 10, 2013 through January 9, 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. 10472 on December 23, 2013, to renew the Contract for an additional one (1) year period from January 10, 2014 through January 9, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning January 10, 2015 through January 9, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$6,000.00 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 10, 2015 through January 9, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$6,000.00 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 12 day
of December 2014

Lyson Johnson
Parks & Recreation 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)	VAN WALL EQUIPMENT
By: (Please Sign)	Ken Kroeger
By: (Please Print)	Ken Kroeger
Title: (Please Print)	Territory Manager
Company Address: (Please Print)	13747 INDUSTRIAL ROAD
Company Phone & Fax: (Please Print)	OMAHA, NE 68137 402-891-1024; 402-894-5903
E-Mail Address: (Please Print)	Ken.Kroeger@VANWall.com
Date: (Please Print)	8/8/14
Contact Person For: "Orders or Service" (Please Print)	Ken Kroeger
Phone Number:	402-891-1024

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF GOLF COURSE ACCESSORIES
BID NO. 4291
FIRST RENEWAL**

This Amendment is hereby entered into on this 23 day of December, 2013 by and between **Van Wall Equipment, 13747 Industrial Road, Omaha, NE 68137** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated January 10, 2013, under **D. O. No. 08603**, (the "Agreement"), for **The Annual Supply of Golf Course Accessories, Quote No. 4291**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is January 10, 2013 through January 9, 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 10, 2014 through January 9, 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 10, 2014 through January 9, 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>9</u> day
of <u>December</u> , 2013

Parks & Recreation 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)	VAN Wall Equipment
By: (PLEASE PRINT)	Ken Kroeger
By: (PLEASE SIGN)	
Title:	Territory Manager
Company Address: (PLEASE PRINT)	13747 Industrial Road, Omaha, NE 68137
Company Phone & Fax: (PLEASE PRINT)	402-891-1024; 402-894-5903 FAX
E-Mail Address: (PLEASE PRINT)	Ken.Kroeger@vanwall.com
Date:	11-22-13

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
GOLF COURSE ACCESSORIES
BID NO. 4291**

**Van Wall Equipment
13747 Industrial Road
Omaha, NE 68137
402.891.1024**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 10th day of January 2013, by and between **Van Wall Equipment, 13747 Industrial Road, Omaha, NE 68137**, 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 Golf Course Accessories, Quote 4291** 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 with a 25% discount off list price items from catalog.

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

Parks & Recreation Director

Lynn Johnson

Approved by Directorial Order 08603

dated January 10, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Jan Wall Equipment
Name of Corporation

Name of Corporation

13747 Industrial Rd, Omaha, Ne 68137
(Address)

(Address)

By: *Ken Kroger*
Duly Authorized Official

Duly Authorized Official

Territory Manager
Legal Title of Official

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	Shelly Hinze, Buyer	Address	Purchasing\City & County	Address	Parks & Recreation
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		2740 A St.
Phone	1 (402) 441-8313		Lincoln, NE 68508	Contact	Lincoln,, NE 68502
Fax	1 (402) 441-6513	Contact	Shelly Hinze Buyer		
Bid Number	4291	Department		Department	
Title	Annual Supply of Golf Course Accessories	Building		Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	11/30/2012	Telephone	1 (402) 441-7416	Telephone	(402) 441-8706
Close Date	12/10/2012 11:00:00 AM CST	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

Supplier Information

Company VAN WALL EQUIPMENT
 Address 13747 Industrial Road
 Omaha, NE 68137
 Contact Ken Kroeger
 Department
 Building
 Floor/Room
 Telephone 1 (402) 891-1024
 Fax 1 (402) 894-5903
 Email ken.kroeger@vanwall.com
 Submitted 12/10/2012 8:46:40 AM CST
 Total \$1,008.76

Signature

Supplier Notes

Orders placed Dec 1 through Jan 31 are delivered in Feb as part of the Early Order Programs ran by the Mfg's. These orders are shipped freight free.
 Orders placed Feb 1 through Nov 30 receive the discounts but are shipped with incoming freight.

Bid Notes

*Please send two catalogs to:
 City of Lincoln, Purchasing
 Attn: Shelly Hinze
 440 S. 8th, Ste. 200
 Lincoln, NE 68508

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	Release of New Catalog	What month do you release your new catalog?	Standard and Par-Aide are both mid December
4	Catalog	I acknowledge that I have sent two catalogs to City of Lincoln. Purchasing Attn: Shelly Hinze 440 South 8th Street, Ste. 200 Lincoln, NE 68508.	Y
5	Catalog/Internet Discount	List your company/online list price discount to be given during the term of the contract._____	25
6	Sample Contract	I acknowledge reading and understanding the sample contract.	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 _____	bid prices are firm
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Quantities	I acknowledge that the quantities listed for each line item are to be used for market basket pricing for an award along with discount pricing off catalog.	Y
10	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	Orders placed Dec 1 to January 31 will be shipped in February with free freight. Orders placed Feb-Nov will be charged normal inbound freight.
11	Contact	Name of person submitting this bid:	Ken Kroeger
12	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Red Deluxe Ball Washer	\$165.00
Manufacturer: Par Aide or Equivalent Manufacturer #: 203-01				
Item Notes:				
Supplier Notes:				
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2	1	EA	Flag Set, Set of 9 flags numbered 1-9, White number on red made of 200 denier nylon, Tube Style, Bar tacked corners with four rows of fly hem stitching.	\$66.00
Manufacturer: Par Aide or Equivalent Manufacturer #: 8302				
Item Notes:				
Supplier Notes:				
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3	1	EA	25" Accuform Ace II with 54" Rake with Honeycomb Handles	\$473.44
Manufacturer: Accuform Ace II or Equivalent Manufacturer #: 995-125				
Item Notes:				
Supplier Notes: Box of 25				
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4	1	EA	Solid ABS plastic Tee Markers 4 1/2" diameter. Fade resistant.	\$15.75
Item Notes:				
Supplier Notes: Par-Aide 650 series				
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5	1	EA	2 Striped Red & White Regulation Fiberglass Flagsticks 7' tall x 1/2"	\$131.63
Manufacturer: Par Aide or Equivalent Manufacturer #: 725-079				
Item Notes:				
Supplier Notes: Box of 9 Can be purchased individually for \$15.19 ea				
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6	1	EA	Aluminum cup complete with plastic sleeve. Must meet all USGA Regulations.	\$17.63
Manufacturer: Par Aide or Equivalent Manufacturer #: 935				
Item Notes:				
Supplier Notes:				

7	1	Case of 18 Cup Replacement Sleeves	\$22.50
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Manufacturer: Par Aide or Equivalent Manufacturer #: 935-1

Item Notes:

Supplier Notes:

8	1	EA 6" Bright White Plastic Cup. Must meet USGA Regulation.	\$5.06
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Manufacturer: Par Aide or Equivalent Manufacturer #: 920

Item Notes:

Supplier Notes:

9	1	EA Foot Extraction Hole Cutter with Scalloped Blade, Inside Edge.	\$111.75
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Manufacturer: Par Aide or Equivalent Manufacturer #: 1002-1

Item Notes:

Supplier Notes:

Response Total:	\$1,008.76
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