5:1

AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY OF VINYL LOCATOR FLAGS
QUOTE NO. 4355
SECOND RENEWAL

This Amendment is hereby entered into by and between **Blackburn Mfg., Co., P.O. Box 86, 908 West Hwy. 275, Neligh, NE 68756** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending the Contract dated **March 6, 2013**, under **D. O. No. 08865**, (the "Contract"), for the **Annual Supply of Vinyl Locator Flags, Quote No. 4355**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 6, 2013 through March 5, 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. No. 10813 on March 17, 2014, to renew the Contract for an additional one (1) year term from March 6, 2014 through March 5, 2015; and

WHEREAS, the parties wish to renew the Contract with a price increase, per Attachment A, for an additional one (1) year term beginning March 6, 2015 through March 5, 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 parties wish to renew the Contract with a price increase, per Attachment A, for an additional one (1) year term beginning March 6, 2015 through March 5, 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 6 day
of March 2015

for Dennis M. Meier
Finance 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)	Blackburn Mfg. Co.
By: (Please Sign)	David V Jacobsen
By: (Please Print)	Dave Jacobsen
Title: (Please Print)	VP Sales & e Commerce
Company Address: (Please Print)	PO Box 86, Nelign, NE 68756
Company Phone & Fax: (Please Print))	800-942-5816 Fax 877-887-5171
E-Mail Address: (Please Print)	dave@blackburnflag.com
Date: (Please Print)	2/25/15
Contact Person For: "Orders or Service" (Please Print)	Dave Jacobsen
Phone Number:	800-924-5816 x 242

City of Lincoln/Lancaster County (Lincoln Purchasing)
Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address
Email	rhinze@lincoln.ne.gov			
Phone	1 (402) 441-8313			
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer Purchasing	Contact
Bid Number	4355	Department		Department
Title	Annual Supply of Vinyl Locator Flags	Building	Suite 200	Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	01/15/2013	Telephone	1 (402) 441-8313	Telephone
Close Date	1/22/2013 2:00:00 PM CT	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rhinze@lincoln.ne.gov	Email

Supplier Information

Company	Blackburn Mfg. Co.
Address	PO Box 86 908 West Hwy 275 Neligh, NE 68756
Contact	Dave Jacobsen
Department	
Building	
Floor/Room	
Telephone	1 (800) 942-5816 242
Fax	1 (877) 887-5171
Email	dave@blackburnflag.com
Submitted	1/23/2013 8:38:54 AM CT
Total	$18,197,700.00

Signature

Supplier Notes

If we are using the same flag screens as we are now, there will not be a set up fee. Screen changes are $20.00

Bid Notes 2014 Bid update due to Steel and freight increase

2015 Bid update due to steelwire increase Dave Jacobsen 2/4/15

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	Quantities	Estimated quantity that has been ordered in the past is approximately 47,000 flags yearly. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
4	Additional Flags	I acknowledge that additional flags that are 4" x 5" may be produced with other language printed on the flags during the contract period.	Y
5	Set Up Fee	List your one time set up fee.	20.00
6	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Prices good through 4/1/2014
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transporation charges paid.	7-10 days
10	Contact	Name of person submitting this bid:	Dave Jacobsen
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	100	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 21" 15.5 gauge steel wire. To be printed in an area of 3" x 3". Item Notes: Unit is for an order of 100 flags. Supplier Notes: Minimum order is 1000 flags per color	~~$74.00~~ ~~$77.70~~ per 1000 $78.30
2	1,000	Each	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 21" 15.5 gauge steel wire. To be printed in an area of 3" x 3". Item Notes: Unit price is for an order of 1,000 flags. Supplier Notes: Minimum order is 1000 flags per color	~~$74.00~~ ~~$77.70~~ per 1000 $78.30
3	5,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 21" 15.5 gauge steel wire. To be printed in an area of 3" x 3". Item Notes: Unit price is for an order of 5,000 flags. Supplier Notes: minimum order is 1000 flags per color. Price per 1,000 is $74.00	~~$370.00~~ ~~$388.50~~ ~~$77.70~~ per 1000 $78.30
4	10,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 21" 15.5 gauge steel wire. To be printed in an area of 3" x 3". Item Notes: Unit price is for an order of 10,000 flags. Supplier Notes: minimum order is 1000 flags per color. Price per 1,000 is $67.00	~~$670.00~~ ~~$704.00~~ ~~$70.40~~ per 1000 $71.00
5	100	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 30" 15.5 gauge steel wire. To be printed in an area of 3" x 3". Item Notes: Unit price is for an order of 100 flags. Supplier Notes: Minimum order is 1000 flags per color	~~$83.00~~ ~~$87.15~~ per 1000 $86.40
6	1,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 30" 15.5 gauge steel wire. To be printed in an area of 3" x 3". Item Notes: Unit price is for an order of 1,000 flags. Supplier Notes: Minimum order is 1000 flags per color	$83.00 ~~$87.15~~ per 1000 86.40
7	5,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 30" 15.5 gauge steel wire. To be printed in an area of 3" x 3". Item Notes: Unit price is for an order of 5,000 flags. Supplier Notes: Minimum order is 1000 flags per color. Price per 1,000 is $79.00	~~$398.00~~ ~~$81.60~~ per 1000 $81.30 ~~$407.00~~

8	10,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices approximately on 30" 15.5 gauge steel wire. To be printed in an area of 3" x 3".	$750.00

Item Notes: Unit price is for an order of 10,000 flags.

Supplier Notes: Minimum order is 1000 flags per color. Price per 1,000 is $75.00

~~$7650~~ per 1000

$ 77.20 $765.00

Response Total: $18,197,700.00

BLACKBURN
MARKING FLAGS & MARKING PRODUCTS

2015 Pricing:

Prices Effective January 5, 2015

Printed Flags – Delivered Price per quantity listed:

Part # P451W & P451WF	**- $78.30 p/1000**	**1,000 – 9,999 flags**
	- $71.00 p/1000	**10,000+ flags**
Part # P450W & P450WF	**- $86.40 p/1000**	**1,000 – 4.999 flags**
	- $81.30 p/1000	**5,000 – 9,999 flags**
	- $77.20 p/1000	**10,000+ flags**

Pricing is good for the following:

#107 – City of Lincoln – Traffic Dept
rhendrickson@lincoln.ne.gov
#24029 – Lincoln Water System
CTURNER@LINCOLN.NE.GOV
#24854 – City of Lincoln – Parks & Rec Dept
tfangman@lincoln.ne.gov
#24961 – City of Lincoln – Water
LLOSCHEN@LINCOLN.NE.GOV

Customer Summary - #107

ScreenNo	Description
7961	STORM SEWER
15016	FIBER CITY OF LINCOLN PUBLIC WORKS FIBER
16670	DT WATER SERVICES
16688	DT ELECTRICAL SERVICES

Customer Summary - #24029

ScreenNo	Description
11814	WATER D (LWS LINCOLN WATER SYSTEM LOGO) 402.441.6855
11840	WATER SERVICE PIPE (LWS LINCOLN WATER SYSTEM LOGO) 402.441.6855
11873	WATER T (LWS LINCOLN WATER SYSTEM LOGO) 402.441.6855
19586	FIBER (LWS LINCOLN WATER SYSTEM LOGO) 402-441-6855
19587	ELECTRICAL (LWS LINCOLN WATER SYSTEM LOGO) 402-441-6855

Customer Summary - #24854

ScreenNo	Description
7876	CITY OF LINCOLN PARKS & REC.

Customer Summary - #24961

ScreenNo	Description
7961	STORM SEWER BRN/W G/W
13524	CITY OF LINCOLN BURIED SANITARY SEWER 402-441-8340

Please be aware that pricing can change at any moment due to the volatility in the raw materials market.

2/9/2015

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF VINYL LOCATOR FLAGS
QUOTE NO. 4355
PRICE INCREASE

This Amendment is hereby entered into on this 20th day of May, 2014 by and between **Blackburn Mfg., Co., P.O. Box 86, 908 West Hwy. 275, Neligh, NE 68756** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **March 6, 2013**, under **D. O. No. 08865**, (the "Agreement"), for **The Annual Supply of Vinyl Locator Flags, Quote No. 4355**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **March 6, 2013 through March 5, 2014**, 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 **D.O. 10813** on March 17, 2014 to renew the agreement for an additional one (1) year term beginning **March 6, 2014 through March 5, 2015**; and

WHEREAS, the Parties wish to amend the agreement for a price increase, per Attachment A; and

WHEREAS, the estimated expenditures for the term of this amendment shall not exceed **$4,300.00** 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 Parties wish to amend the agreement for a price increase, per Attachment A.
2) The estimated expenditures for the term of this amendment shall not exceed **$4,300.00** without prior approval by the City of Lincoln.
3) 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 12th day
of May 2014

Finance 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)	Blackburn Mfg Co.
By: (Please Print)	Dave Jacobsen
By: (Please Print)	[illegible]
Title: (Please Print)	VP Sales + eCommerce
Company Address: (Please Print)	PO Box 86
Company Phone & Fax: (Please Print))	800-942-5816 Fax 877-887-571
E-Mail Address: (Please Print)	dave@blackburnflag.com
Date: (Please Print)	5/6/14
Contact Person For: "Orders or Service" (Please Print)	Dave Jacobsen
Phone Number: (Please Print)	800-942-5816 x242

BLACKBURN
MARKING FLAGS & MARKING PRODUCTS

2014 Pricing:

Prices Effective March 10, 2014 – December 31, 2014

Printed Flags -- Delivered Price per quantity listed:

Part # P451W & P451WF	- $77.70 p/1000	1,000 – 9,999 flags
	- $70.40 p/1000	10,000+ flags
Part # P450W & P450WF	- $85.70 p/1000	1,000 – 4,999 flags
	- $80.60 p/1000	5,000 – 9,999 flags
	- $76.50 p/1000	10,000+ flags

Pricing is good for the following:

#107 – City of Lincoln – Traffic Dept
rhendrickson@lincoln.ne.gov
#24029 – Lincoln Water System
~~lwch@ci.lincoln.ne.us~~
#24854 – City of Lincoln – Parks & Rec Dept
tlangmann@lincoln.ne.gov
#24961 – City of Lincoln – Water
LLOSCHEN@LINCOLN.NE.GOV

Customer Summary - #107

ScreenNo	Description
8530	TRAFFIC SIGNAL CABLE
15016	FIBER CITY OF LINCOLN PUBLIC WORKS FIBER
16670	DT WATER SERVICES
16688	DT ELECTRICAL SERVICES

Customer Summary - #24029

ScreenNo	Description
11814	WATER D (LWS LINCOLN WATER SYSTEM LOGO) 402.441.6855
11840	WATER SERVICE PIPE (LWS LINCOLN WATER SYSTEM LOGO) 402.441.6855
11873	WATER T (LWS LINCOLN WATER SYSTEM LOGO) 402.441.6855
19586	FIBER (LWS LINCOLN WATER SYSTEM LOGO) 402-441-6855
19587	ELECTRICAL (LWS LINCOLN WATER SYSTEM LOGO) 402-441-6855

Customer Summary - #24854

ScreenNo	Description
7876	CITY OF LINCOLN PARKS & REC

Customer Summary - #24961

ScreenNo	Description
7961	STORM SEWER BRN/W G/W
13524	CITY OF LINCOLN BURIED SANITARY SEWER 402-441-8340

Please be aware that prices can change at any moment due to the volatility in the raw materials market.

City of Lincoln/Lancaster County (Lincoln Purchasing)
Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address
Email	rhinze@lincoln.ne.gov			
Phone	1 (402) 441-8313			
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact
		Department	Purchasing	Department
Bid Number	4355	Building		Building
Title	Annual Supply of Vinyl Locator Flags		Suite 200	
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	01/15/2013	Telephone	1 (402) 441-8313	Telephone
Close Date	1/22/2013 2:00:00 PM CT	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rhinze@lincoln.ne.gov	Email

Supplier Information

Company	Blackburn Mfg. Co.
Address	PO Box 86 908 West Hwy 275 Neligh, NE 68756
Contact	Dave Jacobsen
Department	
Building	
Floor/Room	
Telephone	1 (800) 942-5816 242
Fax	1 (877) 887-5171
Email	dave@blackburnflag.com
Submitted	1/23/2013 8:38:54 AM CT
Total	$18,197,700.00

Signature

Supplier Notes

If we are using the same flag screens as we are now, there will not be a set up fee. Screen changes are $20.00

Bid Notes Bid update due to Steel and freight increases

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	Quantities	Estimated quantity that has been ordered in the past is approximately 47,000 flags yearly. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
4	Additional Flags	I acknowledge that additional flags that are 4" x 5" may be produced with other language printed on the flags during the contract period.	Y
5	Set Up Fee	List your one time set up fee.	20.00
6	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____.	Prices good through 4/1/2014
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transporation charges paid.	7-10 days
10	Contact	Name of person submitting this bid:	Dave Jacobsen
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	100	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 21" 15.5 gauge steel wire. To be printed in an area of 3" x 3". Item Notes: Unit is for an order of 100 flags. Supplier Notes: Minimum order is 1000 flags per color	~~$74.00~~ $77.70 per 1000
2	1,000	Each	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 21" 15.5 gauge steel wire. To be printed in an area of 3" x 3". Item Notes: Unit price is for an order of 1,000 flags. Supplier Notes: Minimum order is 1000 flags per color	~~$74.00~~ $77.70 per 1000
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4	10,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 21" 15.5 gauge steel wire. To be printed in an area of 3" x 3". Item Notes: Unit price is for an order of 10,000 flags. Supplier Notes: minimum order is 1000 flags per color. Price per 1,000 is $67.00	$670.00 $704.00 $70.40 per 1000
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6	1,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 30" 15.5 gauge steel wire. To be printed in an area of 3" x 3". Item Notes: Unit price is for an order of 1,000 flags. Supplier Notes: Minimum order is 1000 flags per color	$83.00 $85.70 per 1000
7	5,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 30" 15.5 gauge steel wire. To be printed in an area of 3" x 3". Item Notes: Unit price is for an order of 5,000 flags. Supplier Notes. Minimum order is 1000 flags per color. Price per 1,000 is $79.00	~~$395.00~~ $80.60 per 1000 $403.00

8	10,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices approximately on 30" 15.5 gauge steel wire. To be printed in an area of 3" x 3".	$750.00

Item Notes: Unit price is for an order of 10,000 flags.

$76.50 per 1000

Supplier Notes: Minimum order is 1000 flags per color. Price per 1,000 is $75.00

$765.00

Response Total: $18,197,700.00

NUCOR-LMP INC

2000 East 1st Street, Maryville MO 64468 Phone (660) 582-3127

December 5, 2013

Dear Valued Customers:

Effective with shipments on January 2, 2014, Nucor-LMP Inc. is increasing prices on all wire products by $30/ton ($1.50 cwt.)

This increase is being driven by wire rod cost increases that have been announced for December.

Your Nucor -- LMP Inc. District Sales Manager will be contacting you to keep you informed of both current as well as future market conditions.

Sincerely,

Doug Cohen
Sales Manager
Nucor-LMP Inc.

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF VINYL LOCATOR FLAGS
QUOTE NO. 4355
FIRST RENEWAL

This Amendment is hereby entered into on this 10th day of March, 2014 by and between **Blackburn Mfg., Co., P.O. Box 86, 908 West Hwy. 275, Neligh, NE 68756** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **March 6, 2013**, under **D. O. No. 08865**, (the "Agreement"), for **The Annual Supply of Vinyl Locator Flags, Quote No. 4355**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **March 6, 2013 through March 5, 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 **March 6, 2014 through March 5, 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 6, 2014 through March 5, 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 12th day
of March 2014

Steve Hubka
Finance 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)	Blackburn Mfg Co
By: (PLEASE PRINT)	Dave Jacobson
By: (PLEASE SIGN)	[signature]
Title:	VP Sales & eCommerce
Company Address: (PLEASE PRINT)	PO Box 86, Neligh, NE 68756
Company Phone & Fax: (PLEASE PRINT)	800-942-5816 fax 402-887-5171
E-Mail Address: (PLEASE PRINT)	dave@blackburnflag.com
Date:	3/10/14

Please consider the environment before printing this e-mail

08865

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL SUPPLY
OF
VINYL LOCATOR FLAGS
QUOTE 4355

Blackburn Mfg. Co.
Po Box 86
908 West Hwy. 275
Neligh, NE 68756
800.942.5816 X 242

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 6th day of March 2013, by and between **Blackburn Mfg., Co., PO Box 86, 908 West Hwy. 275, Neligh, NE 68756**, 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 Vinyl Locator Flags, Quote 4355** 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. Instructions to Bidders
   4. Drawings / Flags
   5. Sales Tax Exemption Form 13
   6 Special Provisions

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: Joan E Ross
City Clerk

CITY OF LINCOLN, NEBRASKA
Finance Director

Approved by Directorial Order 08865

dated March 6th, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:
Gail A. Kunst (SEAL)
Secretary

Blackburn Mfg. Co.
Name of Corporation

PO Box 56
(Address)

By: David Murphy
Duly Authorized Official

VP Sales + eCommerce
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	4355
Title	Annual Supply of Vinyl Locator Flags
Bid Type	Quote
Issue Date	01/15/2013
Close Date	1/22/2013 2:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68516
Contact	Shelly Hinze, Buyer
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	1 (402) 441-8313
Fax	1 (402) 441-6513
Email	rhinze@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Blackburn Mfg. Co.
Address	PO Box 86 908 West Hwy 275 Neligh, NE 68756
Contact	Dave Jacobsen
Department	
Building	
Floor/Room	
Telephone	1 (800) 942-5816 242
Fax	1 (877) 887-5171
Email	dave@blackburnflag.com
Submitted	1/23/2013 8:38:54 AM CST
Total	~~$18,197,700.00~~

Signature _____

Supplier Notes

If we are using the same flag screens as we are now, there will not be a set up fee. Screen changes are $20.00

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	Quantities	Estimated quantity that has been ordered in the past is approximately 47,000 flags yearly. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
4	Additional Flags	I acknowledge that additional flags that are 4" x 5" may be produced with other language printed on the flags during the contract period.	Y
5	Set Up Fee	List your one time set up fee.	20.00
6	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Prices good through 4/1/2014
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transporation charges paid.	7-10 days
10	Contact	Name of person submitting this bid:	Dave Jacobsen
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

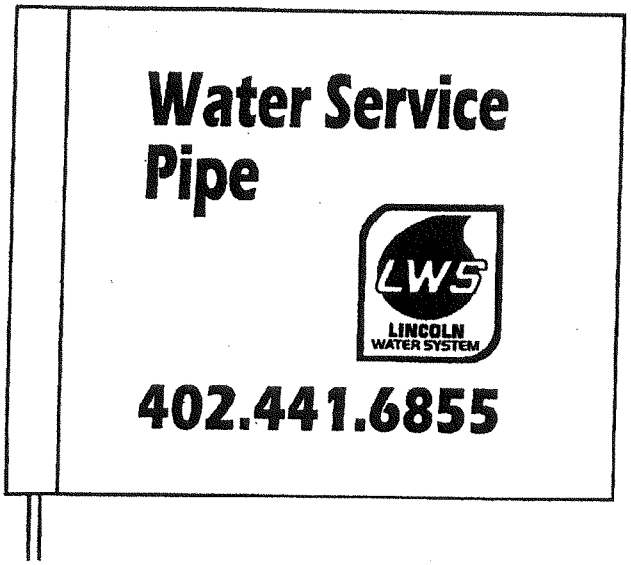
#	Qty	UOM	Description	Response
1	100	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 21" 15.5 gauge steel wire. To be printed in an area of 3" x 3".	$74.00
	Item Notes:		Unit is for an order of 100 flags.	
	Supplier Notes:		Minimum order is 1000 flags per color	
2	1,000	Each	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 21" 15.5 gauge steel wire. To be printed in an area of 3" x 3".	$74.00
	Item Notes:		Unit price is for an order of 1,000 flags.	
	Supplier Notes:		Minimum order is 1000 flags per color	
3	5,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 21" 15.5 gauge steel wire. To be printed in an area of 3" x 3".	$370.00
	Item Notes:		Unit price is for an order of 5,000 flags.	
	Supplier Notes:		minimum order is 1000 flags per color. Price per 1,000 is $74.00	
4	10,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 21" 15.5 gauge steel wire. To be printed in an area of 3" x 3".	$670.00
	Item Notes:		Unit price is for an order of 10,000 flags.	
	Supplier Notes:		minimum order is 1000 flags per color. Price per 1,000 is $67.00	
5	100	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 30" 15.5 gauge steel wire. To be printed in an area of 3" x 3".	$83.00
	Item Notes:		Unit price is for an order of 100 flags.	
	Supplier Notes:		Minimum order is 1000 flags per color	
6	1,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 30" 15.5 gauge steel wire. To be printed in an area of 3" x 3".	$83.00
	Item Notes:		Unit price is for an order of 1,000 flags.	
	Supplier Notes:		Minimum order is 1000 flags per color	
7	5,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices on approximately 30" 15.5 gauge steel wire. To be printed in an area of 3" x 3".	$395.00
	Item Notes:		Unit price is for an order of 5,000 flags.	
	Supplier Notes:		Minimum order is 1000 flags per color. Price per 1,000 is $79.00	

8	10,000	EA	4 mil vinyl flag 4" x 5" with one color imprint in multiple color choices approximately on 30" 15.5 gauge steel wire. To be printed in an area of 3" x 3".	$750.00

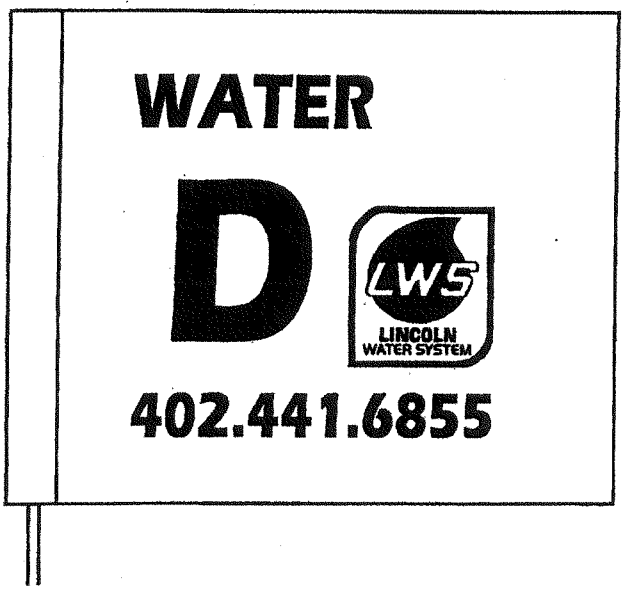
Item Notes: Unit price is for an order of 10,000 flags.

Supplier Notes: Minimum order is 1000 flags per color. Price per 1,000 is $75.00

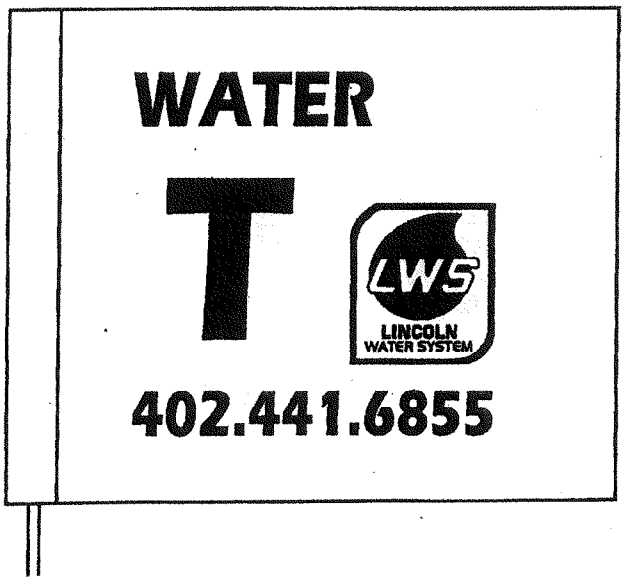
Response Total: ~~$18,197,700.00~~



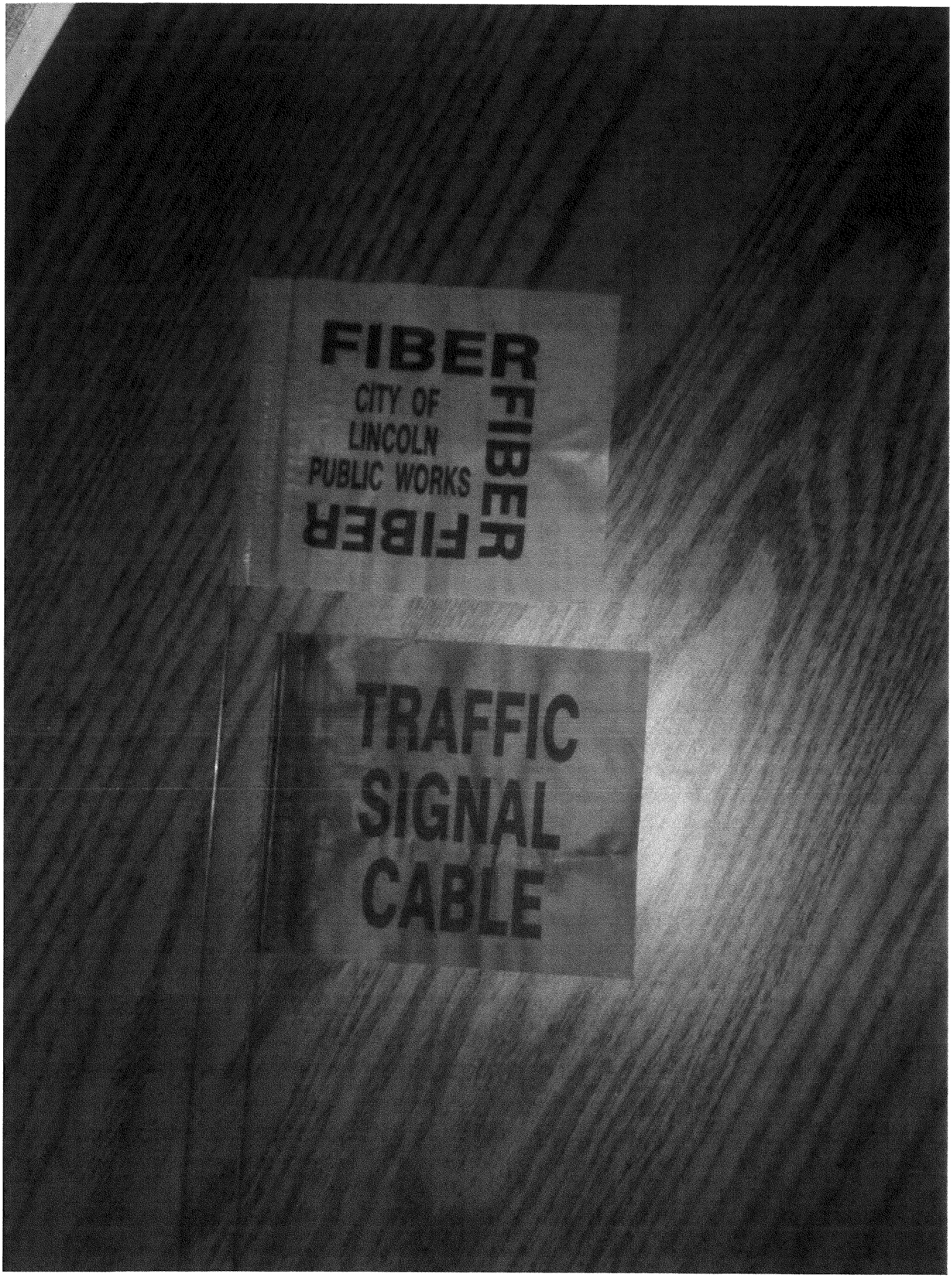
Whiteflag
W/Royal blue
letters
appr. 15,000 a year

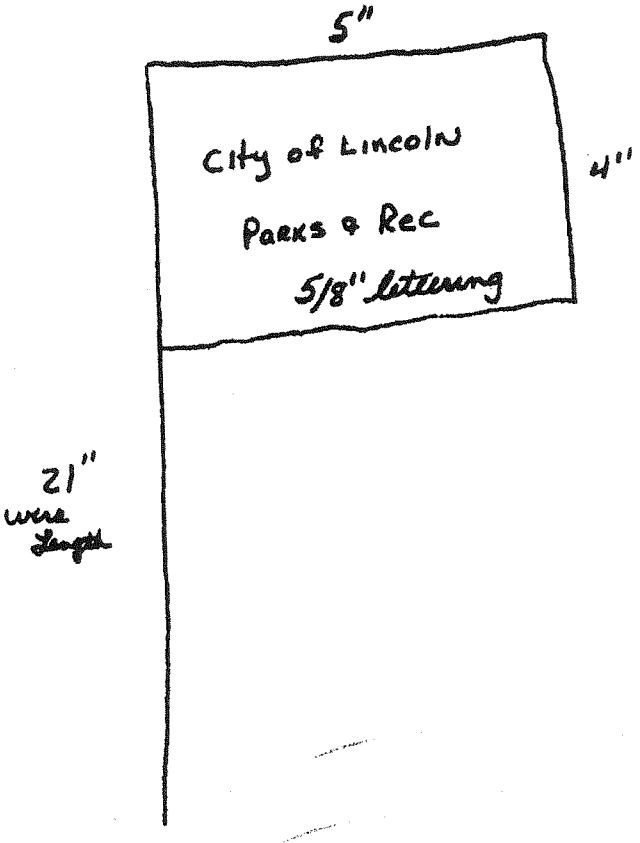


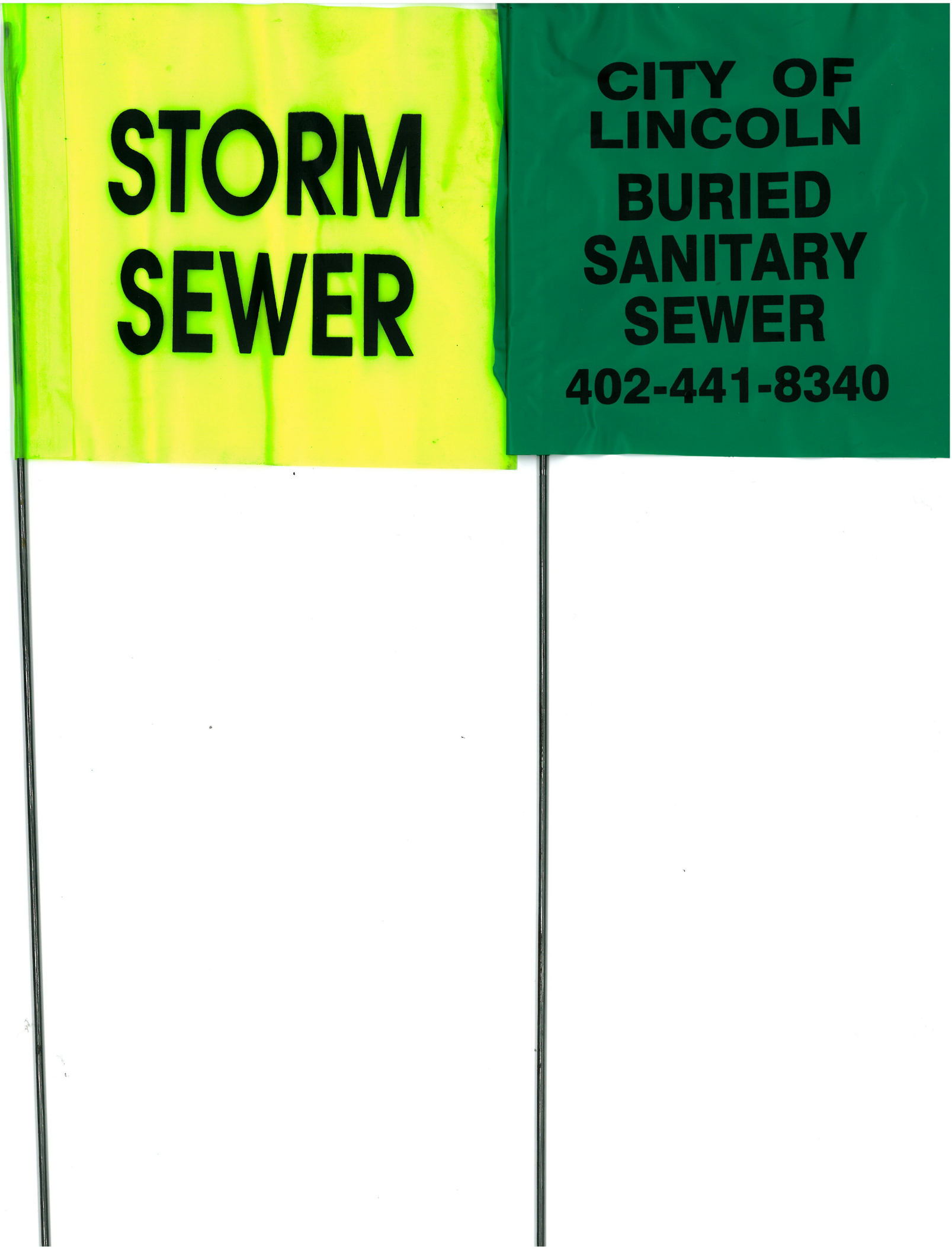
Blue flag
W/white letters
appr. 20,000 a
year



Blue flag
W/white letters
appr. 1,000 a
year


FIBER
CITY OF
LINCOLN
PUBLIC WORKS
FIBER
FIBER
FIBER
TRAFFIC
SIGNAL
CABLE


5"
City of Lincoln
Parks & Rec
5/8" lettering
4"
21"
wire
Length


STORM
SEWER
CITY OF
LINCOLN
BURIED
SANITARY
SEWER
402-441-8340