

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF PLASTIC CYLINDER MOLDS
QUOTE NO. 4627
FIRST RENEWAL WITH PRICE INCREASE

This Amendment is hereby entered into by and between Gilson Company, Inc., P.O. Box 200, Lewis Center, OH 43035 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated October 29, 2013, under D. O. No. 10233, (the "Agreement"), for The Annual Supply of Plastic Cylinder Molds, Quote No. 4627, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is October 29, 2013 through October 28, 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 October 29, 2014 through October 28, 2015; and

WHEREAS, the parties wish to amend the Agreement to reflect a price increase per Attachment A to the agreement for the term of the Agreement; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$4,800.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Directorial Order No. 10233, and stated herein the parties agree as follows:

- 1) The parties wish to renew the agreement for an additional one (1) year term beginning October 29, 2014 through October 28, 2015
- 2) The parties wish to amend the Agreement to reflect a price increase per Attachment A for the term of the Agreement; and
- 3) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$4,800.00 without prior approval by the City of Lincoln.
- 4) 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>24th</u> day
of <u>October</u> 2014

_____ Public Works & Utilities Director

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

Company Name: (Please Print)	Gilson Co. Inc.
By: (Please Print)	Linda Farmwald
By: (Please Print)	
Title: (Please Print)	Quilt Specialist
Company Address: (Please Print)	PO BOX 200, LEWIS CENTER, OH 43031
Company Phone & Fax: (Please Print)	800-444-1508 740 548 5314
E-Mail Address: (Please Print)	LFARMWALD@GILSONCO.COM
Date: (Please Print)	10/6/14
Contact Person for: "Orders or Service" (Please Print)	Linda Farmwald
Phone Number: (Please Print)	800-444-1508 X833

Linda Farmwald



9-25-2014

Ms. Shelly Hinze
City of Lincoln Nebraska
City-County Purchasing Division
440 South 8th Street, Suite 200
Lincoln, NE 68508

Re: Annual Supply of Plastic Cylinder Molds quote # 4627

Hello Shelly ,

Due to unforeseen price increases already this year along with a notice from our factory , estimating the fuel/carrier increases we are unable to renew the current prices. If you wish to extend the contract for another year listed below would be your new cost with ground shipping included.

HM-152 qty of 50 \$ 43.50 each
HM-152 qty of 25 \$ 45.50 each
HM-157 qty of 2 \$ 110.50 each

If you have questions or if i need to fill out any other paperwork let me know.
Gilson New quote # would be Q038109

Sincerely,

Linda Farmwald, Quote Specialist

Dated 9/25/2014



☎ 740.548.7298 / 800.444.1508
☎ 740.548.5314 / 800.255.5314
🌐 www.globalgilson.com

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
PLASTIC CYLINDER MOLDS
QUOTE NO. 4627**

**Gilson Company, Inc.
PO Box 200
Lewis Center, OH 43035
800.444.1508**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Gilson Company, Inc., PO Box 200, Lewis Center, OH 43035**, 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 Plastic Cylinder Molds, Quote No. 4627 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; © 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:

The 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. The total cost of products or services for City departments shall not exceed \$5,000.00 during the contract term without approval.

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-year term with the option to renew for three 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

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:

Teresa J Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Miki Eppro
Public Works & Utilities Director

Approved by Directorial Order 10233

dated 10-29-13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Gilson Co. Inc
Name of Corporation

1915 N. Central Dr, Lewis Center
(Address) Oh 43085

By: Uwici Hammud
Duly Authorized Official

Quota Specialist
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

Bid Information

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

Bid Number 4627
Title Annual Supply of Plastic Cylinder
Bid Type Quote
Issue Date 09/24/2013
Close Date 10/1/2013 11:00:00 AM

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68508
Contact Rachelle Hinze, Buyer
Department Purchasing
Building
Floor/Room Suite 200
Telephone (402) 441-8313
Fax (402) 441-6513
Email rhinze@lincoln.ne.gov

Ship to Information

Address Public Works & Utilities, Engineering
 Services
 531 Westgate Blvd, Ste. 100
 Lincoln, NE 68508

Contact
Department
Building
Floor/Room
Telephone (402) 441-7711
Fax (402) 441-6576
Email

Supplier Information

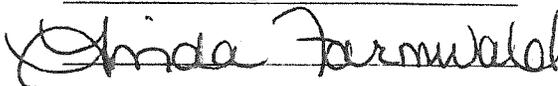
Company Name GILSON COMPANY INC
Contact Name LINDA FARMWALD X 833
Address PO BOX 200
 LEWIS CENTER, OH 43035

Telephone 800-444-1508
Fax 740-548-7298
Email LFARMWALD@GILSONCO.COM

Supplier Notes

REFERENCE GILSON QT # 33197, PRICES ARE VALID
 PER LINE QTY'S , SHIPPING INCLUDED , EST LEAD TIME
 2 WKS ARO

Signature



Date 10/1/13

Bid Notes

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Instructions to Bidders City - A 04-05-12.pdf	Instructions to Bidders
Header	Special Provisions for Term Contracts - City & County.pdf	Term Contract Provisions
Header	Contract - City Annual.pdf	Sample Contract

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	<u>YES</u> (Required)
2	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	<u>YES</u> (Required)
3	Renewal is an Option	Contract Extension Renewal is an option. Valid Responses: Yes, No, Please Select	<u>NO</u> (Required)
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 <u>1 YEAR</u>	<u>A- YES</u> (Required) <u>B. MORE THAN LIKELY</u>
5	Sample Contract	I acknowledge reading and understanding the sample contract.	<u>YES</u> (Required)
6	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	<u>2 WKS</u> (Required)
7	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.	<u>YES</u> (Required)
8	Quantities	Estimated quantity for a yearly contract is approximately 100 Cases. 2 orders of 50 mold cases were ordered during the last term of the contract I acknowledge the lines items are for orders placed on an as needed basis. The City does not guarantee any dollar amount or order quantities for the term of the contract.	<u>YES</u> (Required)
9	Contact	Name of person submitting this bid:	<u>LINDA FARMWALD X833</u> (Required)
10	Electronic Signature	Please check here for your electronic signature.	<u>YES</u> (Required)

Line Items

#	Qty	UOM	Description	Response
1	50	Cases	Biodegradable or Plastic Single Use Plastic Cylinder Mold, Weather-Resistant 4" X 8", Lipped, Approximate Wall Thickness is 1/4"- 36 Molds per Case	\$ 41.00 each
Manufacturer: Deslauries or Equivalent Manufacturer #: TC4 Item Notes: Unit price is per case price. Molds must meet ASTM C-39, C-192, C-470, and AASHTO M-205 Standards. Supplier Notes: <u>GILSON PART # HM-152</u> <u>REFERENCE GILSON QT # 33197</u>				
2	25	Cases	Optional - Biodegradable or Plastic Single Use Plastic Cylinder Mold, Weather-Resistant 4" X 8", Lipped, Approximate Wall Thickness is 1/4"- 36 Molds per Case	\$ 43.00 each
Manufacturer: Deslauries or Equivalent Manufacturer #: TC4 Item Notes: Unit price is per case price. Molds must meet ASTM C-39, C-192, C-470, and AASHTO M-205 Standards. Supplier Notes: <u>GILSON PART # HM-152</u> <u>REFERENCE GILSON QT # 33197</u>				
3	2	Case/600	4" Plastic Cylinder Mold Dome Lid for 4" X 8" Cylinder Mold	\$ 108.00 each
Manufacturer: Deslauries or Equivalent Manufacturer #: L4D Item Notes: Unit price is per case of 600. Molds must meet ASTM C-39, C-192, C-470, and AASHTO M-205 Standards. Supplier Notes: <u>GILSON PART # HM-157</u> <u>REFERENCE GILSON QT # 33197</u>				