

**AMENDMENT TO CONTRACT  
CITY OF LINCOLN  
ANNUAL SUPPLY OF SWIM TAGS  
QUOTE NO. 4696  
FIRST RENEWAL**

This Amendment is hereby entered into by and between Rydin Decal, 700 Phoenix Lake Avenue, Streamwood, IL 60107 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated February 3, 2014, under D. O. No. 10686, (the "Contract"), for the **Annual Supply of Swim Tags, Quote No. 4696**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is February 1, 2014 through January 31, 2015, 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 Contract for an additional one (1) year term beginning February 1, 2015 through January 31, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$1,900.00 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 February 1, 2015 through January 31, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$1,900.00 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>2</u> day</p> <p>of <u>February</u>, 2015</p> <p style="text-align: center;"></p> <hr style="width: 80%; margin: auto;"/> <p style="text-align: center;">Parks &amp; Recreation Director</p>
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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)	Dri-Stick Decal Corp. D/B/A Rydin Decal
By: (Please Sign)	Lori Haberstich
By: (Please Print)	Lori Haberstich
Title: (Please Print)	Bid Account Representative
Company Address: (Please Print)	700 Phoenix Lake Ave Streamwood IL
Company Phone & Fax: (Please Print))	60107 800-448-1991 Ext 471 Fax: 630-483-9281
E-Mail Address: (Please Print)	Lhaberstich@rydin.com
Date: (Please Print)	12-9-14
Contact Person For: "Orders or Service" (Please Print)	Lori Haberstich
Phone Number:	800-448-1991 Ext 471

10686

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY  
OF  
Swim Tags  
Quote No. 4696**

**Rydin Decal  
700 Phoenix Lake Avenue  
Streamwood, IL 60107  
(800)448-1991 Ext. 456**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between **Rydin Decal, 700 Phoenix Lake Avenue, Streamwood, IL 60107**, 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 Swim Tags, Quote No. 4696** 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:

**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. Orders will be placed annually with colors and starting numbers to change annually. The total cost of products or services for City departments shall not exceed \$1,850.00 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 February 1, 2014 through January 31, 2015, 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. Addendum No. 1
  4. Special Provisions
  5. Swim Tag Sample
  6. Instructions to Bidders
  7. 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:

Teresa J. Meier  
City Clerk



CITY OF LINCOLN, NEBRASKA

Ann Johnson  
Parks and Recreation Director

Approved by Directorial Order 10686

dated 2/3/14

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Thomas J. Minylgi (SEAL)  
Secretary

Dri-Stick Decal Corp.  
D/B/A Rydin Decal  
Name of Corporation  
700 Phoenix Lake Ave.  
Streamwood, IL 60107  
(Address)

By: [Signature]  
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	Aquatics Office\Parks & Rec. 1225 F St. Lincoln, NE 68502
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	Holly Lewis
Phone	(402) 441-7428	Department	Purchasing	Department	
Fax	(402) 441-6513	Building	Suite 200	Building	
Bid Number	4696 Addendum 1	Floor/Room		Floor/Room	
Title	Swim Tags	Telephone	(402) 441-7428	Telephone	
Bid Type	Quote	Fax	(402) 441-6513	Fax	
Issue Date	12/23/2013	Email	smulder@lincoln.ne.gov	Email	
Close Date	1/7/2014 11:00:00 AM CT				
Need by Date					

### Supplier Information

Company Rydin Decal  
 Address 700 Phoenix Lake Avenue  
 Streamwood, IL 60107  
 Contact Laura Etchason  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (800) 448-1991 456  
 Fax 1 (630) 483-9281  
 Email letchason@rydindecal.com  
 Submitted 1/6/2014 2:25:54 PM CT  
 Total \$1,841.40

Signature \_\_\_\_\_

### Supplier Notes

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### Bid Notes

<br>PLEASE NOTE: Proofs shall be received and approved prior to production!

### Bid Activities

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### Bid Messages

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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:	Lori Haberstich
3	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	Proofs will be available 3-5 business days ARO - Delivery 3-4 weeks after final proof approval
4	Renewal is an Option	Contract Extension Renewal is an option.	Yes
5	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
6	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 _____	Yes -Price firm for 1 Year Contract, Price for each year renewal option is at a 3% Increase
7	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
8	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
9	Electronic Signature	Please check here for your electronic signature.	Yes
10	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	2,000	EA	Swim Tags, Highlands/University Place	\$0.279

Item Notes: <br>Size: 1.75" x 1.75"  
 White vinyl bathing tags with rounded corners<br>Attached pin<br>Tag Name to be printed in Yellow<br>Each tag is to be printed with: Highlands, UNI Pools 2014, Non-Transferable<br>Tags to be individually numbered, starting with number 16,000<br>Numbers to be printed in black.<br>Print either a Code 39 or Code 128 bar code on the swim tag.<br>Bar code number to begin with T16,000.<br>The bar code shall be printed on the back.<br>Bar code numbers are to match the number on the front of the tag.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Attached Pin	Please specify the type of attached pin you are bidding for the tags.	Zinc Plated Pins

2	1,600	EA	Swim Tags, Star City Shores	\$0.279
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Item Notes: <br>Size: 1.75" x 1.75" White vinyl bathing tags with rounded corners<br>Attached pin<br>Tag Name to be printed in Pink<br>Each tag is to be printed with: Star City Shores 2014, Non-Transferable<br>Tags to be individually numbered, starting with number 14,000.<br>Numbers to be printed in black.<br>Print either a Code 39 or Code 128 bar code on the swim tag.<br>Bar code number to begin with T14,000.<br>The bar code shall be printed on the back.<br>Bar code numbers are to match the number on the front of the tag.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Attached Pin	Please specify the type of attached pin you are bidding for the tags	Zinc Plated Pins

3	3,000	EA	Swim Tags, Lincoln Parks & Rec	\$0.279
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Item Notes: <br>Size: 1.75" x 1.75" White vinyl bathing tags with rounded corners<br>Tag Name to be printed in Light Green<br>Each tag is to be printed with: Lincoln Parks & Rec 2014, Non-Transferable<br>Tags to be individually numbered, starting with number 10,000.<br>Numbers to be printed in black.<br>Print either a Code 39 or Code 128 bar code on the swim tag.<br>Bar code number to begin with T10,000.<br>The bar shall be printed on the back.<br>Bar code numbers are to match the number on the front of the tag.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Attached Pin	Please specify the type of attached pin you are bidding for the tags	Zinc Plated Pins

Response Total: \$1,841.40