

**ADDENDUM TO  
CONTRACT C-05-0303, SPEC. NO. 05-096**

This Addendum is hereby entered into on this 8 day of July, 2008, by and between **Diamond Marketing Solutions, 5740 S. 77nd Street, Ralston, NE 68127** (hereinafter "Contractor") and **Lancaster County, Nebraska** (hereinafter "County"), for the purpose of renewing the contract dated June 7, 2005, under (County Contract C-05-0303, (the "Agreement")), for the Annual Requirements for Printing, Mailing and Related Services for Real Estate and Motor Vehicle Tax Statements for the Lancaster County Treasurer, a copy of which is attached hereto and made a part hereof by this reference.

WHEREAS, the original term of the Agreement is July 1, 2005 thru May 31, 2008, with the option to renew for an additional three (3) year period - July 1, 2008 thru May 31, 2011; and

WHEREAS, the parties wish to renew the agreement for the an additional three (3) year term beginning; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-05-030, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional three (3) year term beginning July 1, 2008 thru May 31, 2011.
- 2) All other terms of the Agreement, not in conflict with this Addendum, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Addendum. This Addendum 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.

Lancaster County Board of Commissioners Signatures

Executed this 8 day of July, 2008

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**RECEIVED**

JUL 03 2008

C-08-0311  
LANC. COUNTY CLERK

Supplier Information - Supplier Please Fill In The Following Information

Executed this 30<sup>th</sup> day of June, 2008

Company Name: (PLEASE PRINT)	DIAMOND MARKETING SOLUTIONS
By: (PLEASE PRINT)	DAN BRUNNER
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	Operations Manager
Company Address: (PLEASE PRINT)	1209 31 <sup>st</sup> Avenue, Council Bluffs, IA 51501
Company Phone & Fax: (PLEASE PRINT)	Ph: 712-366-1400 Fax: 712-366-1444
E-Mail Address: (PLEASE PRINT)	dbrunner@dmsolutions.com

**NOTE:** All Service Providers must include a copy of your updated **Certificate of Liability Insurance**.

City County Purchasing

Original Contract to: Contractor  
County Treasurer  
Co. Clerk Public File

C-05-0303

RECEIVED

JUN 02 2005

LANC. COUNTY CLERK

CONTRACT DOCUMENTS

**LANCASTER COUNTY**

NEBRASKA

FOR

**#05-096**

**ANNUAL REQUIREMENTS FOR**  
**PRINTING, MAILING AND RELATED SERVICES FOR**  
**REAL ESTATE AND MOTOR VEHICLE TAX STATEMENTS**  
**FOR THE**  
**LANCASTER COUNTY TREASURER**

CONTRACTOR: Diamond Marketing Solutions, Omaha NE

**LANCASTER COUNTY, NEBRASKA**  
**CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 1<sup>st</sup> day of June, 2005, by and between Diamond Marketing Solutions, 5740 S. 77nd Street, Omaha NE 68127 hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Terms and Conditions, 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:

#05-096 Annual Requirements for Printing, Mailing and Related Services for Real Estate and Motor Vehicle Tax Statements (Attachment A), including: labor, technical assistance, supplies, equipment, delivery & consulting for the Lancaster County Treasurer, 555 So. 10<sup>th</sup> Street, Lincoln, NE 68508

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Bid in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Bids 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 Bid, a copy thereof being attached to and made a part of this Contract (Attachment B)*;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the highlights of the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. Compensation shall be as indicated on the submitted price proposal (**Attachment B**), all prices shall be firm for at least the first year (12 consecutive months from ratification of the contract agreement).
  - 1.1 Pricing for subsequent years shall be subject to redetermination within the parameters outlined in the bidding documents.
2. Term of the agreement is for a three (3) year period, beginning **July 1, 2005 thru May 31, 2008**.
  - 2.1 The County, at their discretion and with mutual consent from the Contractor, may extend the period of the agreement (beyond the initial three year term) for an additional three (3) year period (**July 1, 2008 thru May 31, 2011**).
3. The County intends to furnish the Contractor with raw data including: mailing addresses and tax information saved to disk, tape, or other mutually agreeable computer media.
4. The Contractor will produce the mailing documents and perform all necessary pre-sorting required to take full advantage of all postal discounts available.

5. Every six (6) months a magnetic tape file (or other mutually agreeable media) supplied by the County shall be processed by the Contractor against the USPS National Change of Address File (NCOA) to obtain and correct all known address changes.
6. Contractor agrees to extend the County's pricing arrangement along with our contract terms and conditions to other City, County, and Political Subdivisions who may wish to participate in our contract arrangement.
7. It is the express intent of the parties hereto that this agreement shall not create an employer-employee relationship; and the Contractor, his/her employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the agreement.
8. Contractor agrees to indemnify and hold harmless and defend Lancaster County and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses arising out of, connected with, or in any way associated with this agreement.
9. 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.
10. Contractor shall provide general liability insurance in the amounts and types specified in **Attachment C, Insurance Requirements for All County Contracts.**
  - 10.1 Contractor shall name Lancaster County as an **Additional Insured** as it pertains to the performance of these services for the term of the agreement.
11. Mr. Terry Adams, Deputy County Treasurer, (phone: 402-441-7425), or his designated representative, is the County's agent responsible for the day-to-day administration of this agreement.

The Contractor agrees to (a) furnish all labor, equipment, supplies, superintendence, transportation, and other accessories, consulting 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 services, and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal and clarification correspondence, or part thereof, as follows:

**SPECIFICATION 05-096, The Annual Requirements for Printing, Mailing and Related Services for Lancaster County Treasurer Real Estate and Motor Vehicle Tax Statements**

The Work included in this Contract shall be for the annual requirements for a three (3) year period. If mutually agreed upon the County and the Contractor may exercise an option to renew for an additional three (3) year period.

The Contract Documents comprise the Contract, and consist of the following:

1. The Specifications (**Attachment A**)
2. The Accepted proposal and any attachments (**Attachment B**)
3. The Insurance Requirements (**Attachment C**)
4. The Contract Agreements

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

CONTRACT APPROVED AS TO FORM:

LANCASTER COUNTY, NEBRASKA

Kristy Mundt  
Lancaster Deputy County Attorney

Bob Schorr  
Chairperson, Board of Commissioners  
June 7, 2005

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

Diamond Marketing Solutions  
Name of Corporation

ATTEST:

5740 S. 77<sup>th</sup> St. Omaha  
Address

\_\_\_\_\_  
Secretary (SEAL)

By: [Signature]  
Duly Authorized Official

President  
Legal Title of Official

CITY OF LINCOLN/LANCASTER COUNTY  
**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.05-096**

**ANNUAL REQUIREMENTS FOR PRINTING, MAILING AND  
RELATED SERVICES FOR REAL ESTATE AND MOTOR  
VEHICLE TAX STATEMENTS FOR THE LANCASTER  
COUNTY TREASURER**

**DATE:** June 9, 2005

**CONTRACT PERIOD:** July 1,2005 thru May 31, 2008

**CONTRACTOR:** Diamond Marketing Solution  
5740 S. 77<sup>th</sup> St.  
Omaha NE 68127

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:**Keith Petersen  
**Telephone No.:** 402-592-2929  
**FAX No.:**  
**E-Mail Address:**

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**Per Contract Approved June 7, 2005**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/files/sharppurc/awardnotifications/con05096

City County Purchasing

Original Contract to: Contractor  
County Treasurer  
Co. Clerk Public File

C-05-0303

RECEIVED

JUN 02 2005

LANC. COUNTY CLERK

CONTRACT DOCUMENTS

**LANCASTER COUNTY**

NEBRASKA

FOR

**#05-096**

**ANNUAL REQUIREMENTS FOR**  
**PRINTING, MAILING AND RELATED SERVICES FOR**  
**REAL ESTATE AND MOTOR VEHICLE TAX STATEMENTS**  
**FOR THE**  
**LANCASTER COUNTY TREASURER**

CONTRACTOR: Diamond Marketing Solutions, Omaha NE

# LANCASTER COUNTY, NEBRASKA

## CONTRACT AGREEMENT

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WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Terms and Conditions, 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:

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and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Bid in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Bids 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 Bid, a copy thereof being attached to and made a part of this Contract (Attachment B)*;

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6. Contractor agrees to extend the County's pricing arrangement along with our contract terms and conditions to other City, County, and Political Subdivisions who may wish to participate in our contract arrangement.
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8. Contractor agrees to indemnify and hold harmless and defend Lancaster County and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses arising out of, connected with, or in any way associated with this agreement.
9. 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.
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**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

CONTRACT APPROVED AS TO FORM:

LANCASTER COUNTY, NEBRASKA

Kristy Mundt  
Lancaster Deputy County Attorney

Bob Schorr  
Chairperson, Board of Commissioners  
June 7, 2005

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

Diamond Marketing Solutions  
Name of Corporation

ATTEST:

5740 S. 77<sup>th</sup> ST. Omaha  
Address

\_\_\_\_\_  
(SEAL)  
Secretary

By: John Roberts  
Duly Authorized Official

President  
Legal Title of Official