

**AMENDMENT TO CONTRACT  
LANCASTER COUNTY  
ANNUAL SUPPLY OF PROPERTY BAGS  
QUOTE NO. 4320  
SECOND RENEWAL**

This Amendment is hereby entered into by and between **Block and Company, Inc., 1111 Wheeling Road, Wheeling, IL 60090** (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated **January 22, 2013** under County Contract No. **C-13-0042**, (the "Contract"), for the **Annual Supply of Property Bags, Quote No. 4320**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 22, 2013 through January 21, 2014, with the option to renew for three (3) additional one (1) year terms; and

WHEREAS, the Contract was amended by the County Contract C-14-0051, executed by the County Board on January 28, 2014, to renew the Contract for an additional one (1) year term from January 22, 2014 through January 21, 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 January 22, 2015 through January 21, 2016; and

Whereas, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$7,200.00 per year without approval by the Lancaster County Board.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0042 and 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 January 22, 2015 through January 21, 2016.
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$7,200.00 without approval by the Lancaster County Board.
- 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.

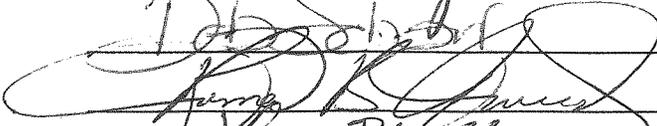
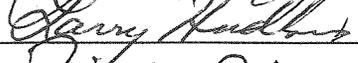
Lancaster County Board of Commissioners Signatures

Executed this 20 day of January, 2015

Approved as to form

this 20 day of Jan, 2015

  
Deputy County Attorney  
Lancaster County Attorney


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

Company Name: (Please Print)	Block and Company Inc
By: (Please Print)	Brian O'Donnell
By: (Please Sign)	
Title: (Please Print)	Manager of Direct Sales
Company Address: (Please Print)	1111 Wheeling Rd. Wheeling, IL 60090
Company Phone & Fax: (Please Print)	800-323-7556 / 800-435-5707
E-Mail Address: (Please Print)	bodonnell@blockinc.com
Date: (Please Print)	1/6/15
Contact Person for: "Orders or Service" (Please Print)	Ed Nichols
Phone Number: (Please Print)	847-215-3485



Your Money Handling Solutions Expert™

# Preferred Pricing

Prepared for:  
**LANCASTER COUNTY  
 CORRECTIONS**  
 3801 W O ST  
 LINCOLN, NE 68528-1806  
 Account #: 09487375

Issued By: Ed Nichols  
 enichols@blockinc.com  
 End Date:  
 Agreement #: PA-05564

Block and Company, Inc  
 1111 Wheeling Rd.  
 Wheeling, IL 60090  
 blockandcompany.com

Item Number	U/M	Description	Contract Price
136200320	BX	BAG TAMPER EVIDENT 9X12 CLEAR 500/BX	\$65.00
136250120	BX	BAG TAMPER EVIDENT 15X20 CLEAR 250/BX	\$69.75

This price agreement is in effect until the expiration date stated above. Items may be added or removed from this agreement based on customer product usage. All prices are subject to change prior to the expiration date based on the discretion of Block and Company, Inc.

**Amendment to Agreement  
Lancaster County  
Annual Supply of Property Bags, Bid No. 4320  
First Renewal**

**RECEIVED**  
C-14-0051  
JAN 23 2014

**LANCASTER COUNTY  
CLERK**

This Amendment is hereby entered into on this 14<sup>th</sup> day of January, 2014, by and between **Block and Company, Inc., 1111 Wheeling Road, Wheeling, IL 60090** (hereinafter "Contractor") and **Lancaster County** (hereinafter "Owners"), for the purpose of renewing the **Contract C-13-0042**, dated **January 22, 2013**, (the "Contract"), for **The Annual Supply of Property Bags, Bid No. 4320**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **January 22, 2013 thru January 21, 2014**, with the option to renew for three (3) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Contract for an additional **one (1) year** term beginning **January 22, 2014 thru January 21, 2015** and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-13-0042** and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional **one (1) year** term beginning **January 22, 2014 thru January 21, 2015**.
- 2) 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.

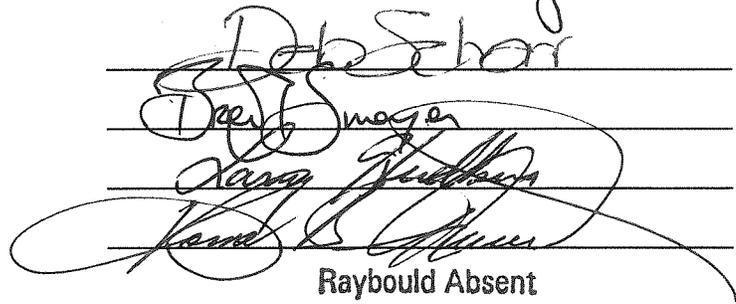
**IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.**

Lancaster County Board of Commissioners Signatures

Executed this 27 day of January 2014

Approved as to form  
this 27 day of Jan, 2014

  
Deputy County Attorney  
for Lancaster County Attorney

  
Raybould Absent

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

Company Name: (PLEASE PRINT)	Block + Company
By: (PLEASE PRINT)	Gregory Kadens
By: (PLEASE SIGN)	
Title:	Vice President
Company Address: (PLEASE PRINT)	1111 Wheeling Rd. Wheeling, IL 60090
Company Phone & Fax: (PLEASE PRINT)	(800) 323-7556 Phone / (800) 435-5707 Fax
E-Mail Address: (PLEASE PRINT)	gkadens@blockinc.com / cg.pson@blockinc.com (Rep)
Dated: (PLEASE PRINT)	1/14/14

C-13-0042

RECEIVED

JAN 15 2013

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**ANNUAL SUPPLY  
OF  
PROPERTY BAGS  
BID NO. 4320**

**Block & Company, Inc.  
1111 Wheeling Road  
Wheeling, IL 60090  
800.323.7556**

**LANCASTER COUNTY  
CONTRACT AGREEMENT**

*and* THIS CONTRACT, made and entered into this 4th day of January ~~2012~~ <sup>2013</sup>, by and between ~~Block X Company, Inc., 1111 Wheeling Road, Wheeling, OL 60090~~, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County 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 Property Bags, Quote 4320 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response 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 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 County have 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 County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

**Agreement to lines two (2) and four (4) of the Contractor's Proposal.**

2. The County 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 County:

**The County 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 County 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 County 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 County 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County'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 for three (3) additional one 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 (if applicable)
  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 Owners 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 Owners do hereby execute this contract.

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of Lancaster,  
Nebraska

*Brian J. Johnson*  
Lancaster County Attorney

*Bob Ehart*  
*Ken ...*  
*Larry ...*  
Smoyer Absent  
Raybould Absent

dated 1/22/13

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

Block and Company, Inc.  
Name of Corporation

ATTEST:

*Sueen McShalski* (SEAL)  
Secretary

1111 Wheeling Road, Wheeling, IL 60090  
(Address)

By: *[Signature]*  
Duly Authorized Official

Vice President & General Manager  
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 4320  
 Title Annual Supply of Property  
 Bags  
 Bid Type Quote  
 Issue Date 12/04/2012  
 Close Date 12/13/2012 2:00:00 PM CST  
 Need by Date

Contact Information

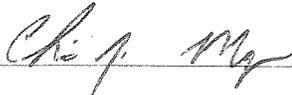
Address Purchasing/City &  
 County  
 440 S. 8th St.  
 Lincoln, NE 68508  
  
 Contact Shelly Hinze Buyer  
  
 Department  
 Building  
  
 Floor/Room  
 Telephone 1 (402) 441-7416  
 Fax 1 (402) 441-6513  
 Email rhinze@lincoln.ne.gov

Ship to Information

Address Corrections  
 605 S. 10th St.  
 Lincoln, NE 68508  
  
 Contact  
  
 Department  
 Building  
  
 Floor/Room  
 Telephone  
 Fax  
 Email

Supplier Information

Company ~~Block & Company Inc.~~ Block and Company, Inc.  
 Address 1111 Wheeling Road  
  
 Wheeling, IL 60090  
 Contact Chris Magee  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (800) 3237556 3485  
 Fax 1 (800) 4355707  
 Email cmagee@blockinc.com  
 Submitted 12/4/2012 2:20:24 PM CST  
 Total \$3,470.00

Signature 

Supplier Notes

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	Sample shipment	I acknowledge I have shipped a sample of all bags I am bidding to:   City of Lincoln, Purchasing,  Attn: Shelly,  440 South 8th Street,  Lincoln, NE 68508. 	Y
4	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.	Yes
5	Rolls or Boxed	Are the bags you are bidding come on a roll or boxed? _____ How many bags to a roll/box _____ What is the price per this roll or box \$ _____.	boxed. 250 and 500. \$56.75 and \$60.
6	Contact	Name of person submitting this bid:	Chris Magee
7	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	10,000	EA	<p>Clear Security Personal Property Inventory Bag with NAME _____ printed on the bag. (This is the only printing this bag shall have). &lt;BR&gt;Nothing printed on the tear away receipt.&lt;BR&gt;</p> <p>Bag shall be appr. 14"/15" x 20", with a gauge of appr. 3 mil high strength, 3 layer polyethylene with tamper resistant closure and tear off tab at the top. &lt;BR&gt;</p> <p>Total ordered yearly is approximately 8,000 - 10,000. Possible of 4 orders per year.</p>	\$0.00
<p>Item Notes: Unit price is per each bag.&lt;BR&gt;</p> <p>LIST YOUR VISUAL INDICATORS IN YOUR SUPPLIER NOTES.&lt;BR&gt;</p> <p>Price shall include shipping. &lt;BR&gt;</p> <p>Please ship a sample of your CLEAR Security Personal Property Inventory Bag to the City of Lincoln, Purchasing, Attn: Shelly, 440 South 8th Street, Lincoln, NE 68508.</p>				
<p>Supplier Notes: no quote</p>				

2	10,000	EA	<p>Optional - Printed Security Personal Property Inventory Bag&lt;BR&gt;</p> <p>Bag shall be appr. 14"/15" x 20", with a gauge of appr. 3 mil high strength, 3 layer polyethylene with tamper resistant closure and tear off tab at the top. &lt;BR&gt;</p> <p>Nothing printed on the tear away receipt. &lt;BR&gt;</p> <p>Total ordered yearly is approximately 8,000 - 10,000. Possible of 4 orders per year.</p>	\$0.227
<p>Item Notes: Unit price is per each bag.&lt;BR&gt;</p> <p>LIST YOUR VISUAL INDICATORS IN YOUR SUPPLIER NOTES.&lt;BR&gt;</p> <p>Price shall include shipping. &lt;BR&gt;</p> <p>Please ship a sample of your standard PRINTED Security Personal Property Inventory Bag to the City of Lincoln, Purchasing, Attn: Shelly, 440 South 8th Street, Lincoln, NE 68508.</p>				
<p>Supplier Notes: our bags are 15x20, come stacked 250 per box.</p>				



3	10,000	EA	<p>Clear Patient's Inventory Bags with NAME _____ printed on the bag (This is the only printing this bag shall have). &lt;BR&gt;Nothing printed on the tear away receipt.&lt;BR&gt;</p> <p>&lt;BR&gt;Bags shall be appr. size 9" x 12", with a gauge of appr. 3 mil high strength, 3 layer polyethylene with tamper resistant closure and tear off tab at the top &lt;BR&gt;</p> <p>Total ordered yearly is approximately 8,000 - 10,000. Possible of 4 orders per year</p>	\$0.00
<p>Item Notes: Unit price is per each bag.&lt;BR&gt;</p> <p>LIST YOUR VISUAL INDICATORS IN YOUR SUPPLIER NOTES.&lt;BR&gt;</p> <p>Price shall include shipping. &lt;BR&gt;</p> <p>Please ship a sample of your standard CLEAR Patient Inventory Bag to the City of Lincoln, Purchasing, Attn: Shelly, 440 South 8th Street, Lincoln, NE 68508.</p>				
<p>Supplier Notes: no quote</p>				

4	10,000	EA	<p>Optional - Printed Patient's Inventory Bags&lt;BR&gt;</p> <p>Bags shall be appr. size 9" x 12", with a gauge of appr. 3 mil high strength, 3 layer polyethylene with tamper resistant closure and tear off tab at the top. &lt;BR&gt;Nothing printed on the tear away receipt. &lt;BR&gt;</p> <p>Total ordered yearly is approximately 8,000 - 10,000. Possible of 4 orders per year.</p>	\$0.12
<p>Item Notes: Unit price is per each bag.&lt;BR&gt;</p> <p>LIST YOUR VISUAL INDICATORS IN YOUR SUPPLIER NOTES.&lt;BR&gt;</p> <p>Price shall include shipping. &lt;BR&gt;</p> <p>Please ship a sample of your standard PRINTED Patient Inventory Bag to the City of Lincoln, Purchasing, Attn: Shelly, 440 South 8th Street, Lincoln, NE 68508.</p>				



Supplier Notes:

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Response Total: \$3,470.00

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