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SEP 25 2014

LANCASTER COUNTY
CLERK

AMENDMENT TO AGREEMENT
LANCASTER COUNTY
THE ANNUAL SUPPLY OF INMATE ID WRISTBANDS
FOR COUNTY CORRECTIONS
QUOTE NO. 4668

This Amendment is hereby entered into by and between A Photo Identification, P.O. Box 211836, Bedford, TX 76095 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Agreement dated November 26, 2013 under County Contract No. C-13-0578, (the "Agreement"), for The Annual Supply of Inmate ID Wristbands for County Corrections Quote No. 4668, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is December 1, 2013 through November 30, 2014, with the option to renew for three (3) additional one (1) year terms; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning December 1, 2014 through November 30, 2015; and

Whereas, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$6,000.00 per year without approval by the Lancaster County Board.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County C-13-0578 and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning December 1, 2014 through November 30, 2015;
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$6,000.00 per year 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 30 day of Sept, 2014

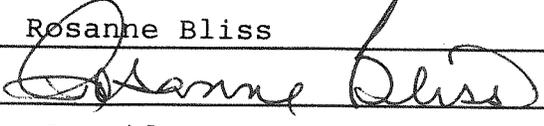
Approved as to form

this 30 day of Sept, 2014

[Signature]
Deputy County Attorney

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

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

Company Name: (Please Print)	A Photo Identification
By: (Please Print)	Rosanne Bliss
By: (Please Sign)	
Title: (Please Print)	President
Company Address: (Please Print)	PO Box 211836, Bedford, TX. 76095
Company Phone & Fax: (Please Print)	972-660-7904 FAX: 972-660-7946
E-Mail Address: (Please Print)	rbliss@aphotoid.com
Date: (Please Print)	9/16/14
Contact Person for: "Orders or Service" (Please Print)	Rosanne Bliss
Phone Number:	972-660-7904

C-13-0578

Nov. 21, 2013

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**ANNUAL SUPPLY
OF
Inmate ID Wristbands for
County Corrections
Quote No. 4668**

**A Photo Identification
P.O. Box 211836
Bedford, TX 76095
(972)660-7904**

**LANCASTER COUNTY
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 26 day of November 2013, by and between A Photo Identification, P.O. Box 211836, Bedford, TX 76095, 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 Inmate ID Wristbands for County Corrections, Quote No. 4668 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 full 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. The total cost of products or services for County agencies shall not exceed \$4,400.00 during the contract term without approval by the Board of Commissioners.

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 December 1, 2013 thru November 30, 2014, with the option to renew for three (3) additional one (1) year terms.
 8. Assignment. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County.
 9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. 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.

This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing executed, making specific references to this Agreement, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

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:

Dwight Bohrens
County Law

The Board of County Commissioners of Lancaster,
Nebraska

Jane Muelo
[Signature]
[Signature]
Hudkins Absent
Schorr Absent

dated 11/20/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

[Signature] (SEAL)
Secretary

A Photo Identification

Name of Corporation
PO Box 211836
Bedford, TX. 76095
(Address)

By: _____
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	Corrections 3801 West O Street Lincoln, NE 68528
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	Brad Johnson
Phone	(402) 441-7410				
Fax	(402) 441-6513				
Bid Number	4668	Department	Purchasing	Department	Building
Title	Inmate ID Wristbands for County Corrections	Building	Suite 200	Floor/Room	Telephone
Bid Type	Quote	Floor/Room		Fax	
Issue Date	10/30/2013	Telephone	(402) 441-7410	Email	
Close Date	11/4/2013 10:00:00 AM CT	Fax	(402) 441-6513		
Need by Date		Email	smulder@lincoln.ne.gov		

Supplier Information

Company	A Photo Identification
Address	PO Box 211836 Bedford, TX 76095
Contact	Rosanne Bliss
Department	
Building	
Floor/Room	
Telephone	1 (972) 660 7904
Fax	1 (972) 660 7946
Email	rbliss@aphotoid.com
Submitted	10/31/2013 4:37:50 PM CT
Total	\$4,400.00

Signature _____

Supplier Notes

Price Escalation will occur only if Manufacturer price increases. If increase occurs, written 30 day notice will be given.

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	4-6 Business Days ARO
5	Contact	Name of person submitting this bid:	Rosanne Bliss
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	B - Yes C - Subject to manufacturers increases
9	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
10	Numbers in Price Box	 I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. 	Yes
11	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
12	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	10,000	EA	Inmate ID Wristbands	\$0.44

Manufacturer: Clincher V Manufacturer #: 643SB

Item Notes:
Color: Orange
One Piece Plastic Snap/Closure
Appropriate Annual Usage is 10,000.
Packaged 500 to a box with a minimum of 15 reusable carrier sleeves for laminating process.

Supplier Notes:

Response Total: \$4,400.00

Quote 4668



A Photo IDentification

"Identifying the World One Customer at a Time"

Date: 10/21/13

Quote: 102113

Customer ID:

Expiration Date: 11/21/13

Lancaster County Correctional Fac
Attn: Brad Johnson
bjohnson@lancaster.ne.gov

Salesperson	Job	UPS	Delivery Date	Payment Terms	Due Date
RB					

Qty	Item #	Description	Unit Price	Discount	Line Total
20.00	643SB	Clincher V Wristbands w/ 1pc Plastic Closure (500/Box) FOB: Shipping Point	* 220.00		\$4,400.00

Shipping will be pre-paid & added
to invoice at time of ship't

1000 ordered at a time

Above Price Based on Contract
for 20 Boxes/10,000 per year
2 Box/1000 min. per order

*Subject to manufacturer increase
1 month notice of any increase

Color?

do you currently have
one tool for these?

Total Discount

Quotation prepared by: Rosanne Bliss rbliss@aphotoid.com

This is a quotation on the goods named, subject to the conditions noted below
All quotes are valid for 30 days. Freight is F.O.B. Shipping Point

Subtotal \$ 4,400.00

Sales Tax

Total

To accept this quotation, sign here and return _____

Thank you for your business!

P.O. Box 211836 Bedford, TX. 76095
800-338-7941 or 972-660-7904
972-660-7946 FAX

A Photo ID