AMENDMENT TO CONTRACT
LANCASTER COUNTY
THE ANNUAL REQUIREMENTS FOR MAILING SERVICES - COUNTY ELECTION COMMISSION
QUOTE NO. 4748
FIRST RENEWAL

This Amendment is hereby entered into by and between **All Needs Computer & Mailing Serivces, Inc., 8100 South 13th St., Lincoln, NE 68512-9393** (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated **April 15, 2014** under County Contract No. **C-14-0193**, (the "Contract"), for the **Annual Requirements for Mailing Services, Quote No. 4748**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is April 15, 2014 through April 14, 2015, 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 April 15, 2015 through April 14, 2016; and

Whereas, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed $2,000.00 per year without approval by the Lancaster County Board.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-14-0193 and stated herein the parties agree as follows:

1) The Contract shall be renewed for an additional one (1) year term beginning April 15, 2015 through April 14, 2016.
2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed $2,000.00 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.

Approved as to form

this 17 day of March, 2015

Deputy County Attorney
Lancaster County Attorney

Lancaster County Board of Commissioners Signatures

Executed this 17 day of March, 2015

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

Company Name: (Please Print)	All Needs Computer & Mailing
By: (Please Print)	Betty Cummings
By: (Please Sign)	Betty J Cummings
Title: (Please Print)	Owner
Company Address: (Please Print)	8100 S. 13th St. Lincoln, NE 68512
Company Phone & Fax: (Please Print)	402-421-1083 / 402-421-6557
E-Mail Address: (Please Print)	Betty@ANCMS.com
Date: (Please Print)	3-4-15
Contact Person for: "Orders or Service" (Please Print)	Betty Cummings
Phone Number: (Please Print)	402-421-1083

C-14-0193

RECEIVED
APR 09 2014
LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

LANCASTER COUNTY
N E B R A S K A

ANNUAL REQUIREMENTS
FOR
MAILING SERVICES - COUNTY ELECTION COMMISSION
QUOTE 4748

All Needs Computer & Mailing Services Inc.
8100 South 13th St.
Lincoln, NE 68512-9393
402-421-1083

LANCASTER COUNTY
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 15 day of April 2014, by and between **All Needs Computer & Mailing Services Inc., 8100 S. 13th St., Lincoln, NE 68512-9393**, 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 Requirements for Mailing Services - County Election Commission, Quote 4748** 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 $ 3,500.00 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 upon execution by both parties. The term of the Contract shall be a one (1) year term 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. Addendums 1 and 2
   4. Special Provisions
   5. Specifications
   6. Instructions to Bidders
   7. Insurance Requirements

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:

for County Law

The Board of County Commissioners of Lancaster, Nebraska

dated 4/15/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

_____
Name of Corporation

_____
(Address)

By:_____
Duly Authorized Official

_____
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

All Needs Computer + Mailing Services INC
Name of Organization

S Corp
Type of Organization

8100 S. 13th St. Lincoln, NE 68512
(Address)

By: Betty J Cummings
Member

By:_____
Member

IF AN INDIVIDUAL:

_____
Name

_____
Address

Betty J Cummings
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	4748 Addendum 2
Title	Annual Requirement for Mailing Services - County Election Commission
Bid Type	Quote
Issue Date	03/07/2014
Close Date	3/17/2014 11:00:00 AM CT
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	Election Commision 601 N. 46th St. Lincoln, NE 68503
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	ALL NEEDS COMPUTER & MAILING SERVICES INC
Address	8100 South 13th Street LINCOLN, NE 68512-9393
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 421-1083
Fax	1 (402) 421-6557
Email	
Submitted	3/17/2014 10:51:51 AM CT
Total	$6.677
Signature	Betty D Cummings

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
5	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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	A. (YES), B. (YES), c. (na) - Only postage will adjust per post office
6	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
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	Pick-Up Fee	Will your company charge a pick-up fee? Yes/No _____ a) If yes, List this charge?____ b) Is this a one time charge or a charge for each pick-up?_____.	A. Yes ($25.00) B. (one-time fee)
9	Contact	Name of person submitting this bid:	BETTY CUMMINGS
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	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
12	Agreement to Addendum No. 2	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	1	EA	Sorting and mailing of metered 1 ounce 6 1/8" x 9 1/8" envelope for 1st class 3 digit automation presort rate	$0.436

Item Notes: Unit price is per each

Supplier Notes: Stand alone rates ($.381 postage, $.035 sort fee, $.01 meter fee)

Alt 1	1	EA	Alt Spec: Co Mingle Rate - $.425 ($.406 metered postage, $.009 sort fee; $.01 meter fee	0.425

Alt Manufacturer: na Alt Manufacturer #: na

Item Notes: Unit price is per each

Supplier Notes:

2	1	EA	Sorting and mailing of metered 2 ounce 6 1/8" x 9 1/8" envelope for 1st class 3 digit automation presort rate	$0.436

Item Notes: Unit price is per each

Supplier Notes: Stand alone rates ($.381 postage, $.035 sort fee, $.01 meter fee) - second ounce rides free

Alt 1	1	EA	Alt Spec: Co Mingle Rate - $.425 ($.406 metered postage, $.009 sort fee; $.01 meter fee. Second ounce rides free.	0.425

Alt Manufacturer: na Alt Manufacturer #: na

Item Notes: Unit price is per each

Supplier Notes:

3	1	EA	Sorting and mailing of metered 3 ounce 6 1/8" x 9 1/8" envelope for 1st class 3 digit automation presort rate	$0.686

Item Notes: Unit price is per each

Supplier Notes: stand alone - $.641 postage, $.035 sort fee, $.01 meter rate

Alt 1	1	EA	Alt Spec: co Mingle rate - $.666 postage, $.009 - presort, $.01 meter rate.	0.685

Alt Manufacturer: na Alt Manufacturer #: na

Item Notes: Unit price is per each

Supplier Notes:

4	1	EA	Option - Sorting and mailing of 6 1/8" x 9 1/8' envelopes with the use of vendor indicia for 1st class presort at 1 ounce rate	$0.436

Item Notes: Unit price is per each

Supplier Notes: see alternate and note from #1

5	1	EA	Option - Sorting and mailing of 6 1/8" x 9 1/8" envelopes with the use of vendor indicia for 1st class presort at 2 ounce rate	$0.425

Item Notes: Unit price is per each

Supplier Notes: see alternate and note from #2

6	1	EA	Option - Sorting and mailing of 6 1/8" x 9 1/8" envelopes with the use of vendor indicia for 1st class presort at 3 ounce rate	$0.686

Item Notes: Unit price is per each

Supplier Notes: see alternate and note from #3

7	1	EA	Optional - Sorting for presort rate using barcode at a 5 digit automation rate for 1 ounce	$0.686

Item Notes: Unit price is per each

Supplier Notes: see alternate and note from #3

8	1	EA	Optional - Sorting for presort rate using barcode at a 5 digit automation rate for 2 ounce	$0.425

Item Notes: Unit price is per each

Supplier Notes: Item will have to be co-mingled to qualify.

9	1	EA	Optional - Sorting for presort rate using barcode at a 5 digit automation rate for 3 ounce	$0.686

Item Notes: Unit price is per each

Supplier Notes:

10	1	EA	Optional- Sorting for presort for letter rate with no barcode for 1 ounce.	$0.505

Item Notes: Unit price is per each

Supplier Notes:

11	1	EA	Optional- Sorting for presort for letter rate with no barcode for 2 ounce	$0.505

Item Notes: Unit price is per each

Supplier Notes:

12	1	EA	Optional- Sorting for presort for letter rate with no barcode for 3 ounce.	$0.765

Item Notes: Unit price is per each

Supplier Notes:

Alt 1	1	EA	Alt Spec: If 500 pieces or less - postage can increse to full meter rate of $.90, plus $.04 for metering and sorting.	0.94

Alt Manufacturer: na Alt Manufacturer #: na

Item Notes: Unit price is per each

Supplier Notes:

Response Total: $6.677