

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR POLICE CITATIONS
QUOTE NO. 3994
PRICE INCREASE**

This Amendment is hereby entered into by and between Partek Solutions, 8850 Driftwood Drive, Indianapolis, IN 46240 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated June 14, 2012, under E. O. No. 07614, (the "Agreement"), for **The Annual Requirements of Police Citations, Quote No. 3994**, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the Agreement to reflect a price increase to \$4.21 a book, per Attachment A; and

- 1) The parties wish to amend the Agreement to reflect a price increase to \$4.21 a book, per Attachment A; and.
- 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.

Official City Use Only

<p align="center">Dated this <u>16th</u> day of <u>September</u> 2014</p> <p align="center">  _____ Police Chief </p>

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)	Partek Solutions
By: (Please Sign)	<i>Mark L. Lillge</i>
By: (Please Print)	Mark L. Lillge
Title: (Please Print)	JP Sales & Marketing
Company Address: (Please Print)	PO Box 457, Plainfield, IN 46168
Company Phone & Fax: (Please Print))	317-574-7944, 317-299-2325
E-Mail Address: (Please Print)	mlillge@parteksolutions.com
Date: (Please Print)	8/26/14
Contact Person For: "Orders or Service" (Please Print)	Mark Lillge
Phone Number: (Please Print)	920-843-6890

0011126

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR POLICE CITATIONS
QUOTE NO. 3994
SECOND RENEWAL**

This Amendment is hereby entered into on this 20th day of May, 2014 by and between **Partek Solutions, 8850 Driftwood Drive, Indianapolis, IN 46240** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated June 14, 2012, under **E. O. No. 07614**, (the "Agreement"), for **The Annual Requirements of Police Citations, Quote No. 3994**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 14, 2012 through June 13, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from June 14, 2013 through June 13, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning June 14, 2014 through June 13, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$15,000.00 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 Agreement shall be from June 14, 2014 through June 13, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$15,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, 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 style="text-align: center;">Dated this <u>20th</u> day</p> <p style="text-align: center;">of <u>May</u> 2014</p> <p style="text-align: center;">  _____ Police Chief </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)	PARTER SOLUTIONS, INC
By: (Please Sign)	<i>Andy Pelt</i>
By: (Please Print)	SANDY L. ECKERT
Title: (Please Print)	CONTROLLER
Company Address: (Please Print)	8850 DRIETWOOD, INDPLS, IN
Company Phone & Fax: (Please Print)	317-574-9277 (Fax 317-574-9253)
E-Mail Address: (Please Print)	SANDY @ ASKAMI.COM
Date: (Please Print)	APRIL 28, 2014
Contact Person For: "Orders or Service" (Please Print)	ROBERT EMMINGER
Phone Number: (Please Print)	866-574-7944

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS OF POLICE CITATIONS
QUOTE NO. 3994
FIRST RENEWAL**

09311

This Amendment is hereby entered into on this 10th day of MAY, 2013 by and between **Partek Solutions, 8850 Driftwood Drive, Indianapolis, IN 46240** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated June 14, 2012, under **E. O. No. 07614**, (the "Agreement"), for **The Annual Requirements of Police Citations, Quote No. 3994**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 14, 2012 through June 13, 2013, 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 extend the agreement for an additional one (1) year term beginning June 14, 2013 through June 13, 2014; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from June 14, 2013 through June 13, 2014.
- 2) All other terms of the Agreement, 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.

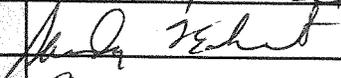
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>24</u> day
of <u>May</u> 2013
 Police Chief

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

Executed this 10th day of May, 2013

Company Name: (PLEASE PRINT)	PARTEK SOLUTIONS
By: (PLEASE PRINT)	SANDY L. EKVERT
By: (PLEASE SIGN)	
Title:	CONTROLLER
Company Address: (PLEASE PRINT)	8850 DRIFTWOOD DR, INDPLS. IN 46240
Company Phone & Fax: (PLEASE PRINT)	866-574-7944, FAX 317-574-9253
E-Mail Address: (PLEASE PRINT)	SANDY@PARTEK SOLUTIONS.COM

07614

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY OF POLICE CITATION
QUOTE 3994**

**Partek Solutions
8550 Driftwood Drive
Indianapolis, IN 46240
920.843.6890**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 14 day of June 2012, by and between Partek Solutions, Inc., 8850 Driftwood Dr., Indianapolis, IN 46240, 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 Police Citations, Quote 3994** 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:

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.

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 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. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendums 1 and 2
 4. Special Provisions
 5. Photographs
 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:

Jan E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Police Chief J. P. Puchany

Approved by Directorial Order 07614

dated JUN 14 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Paper Solutions DBA Partek Solutions, Inc.
Name of Corporation
8850 Driftwood Drive
Indianapolis, IN 46240
(Address)

By: Mark L. Lilje
Duly Authorized Official

Vice President Sales & Marketing
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	Shelly Hinze, Buyer	Address	Purchasing	Address	Police Dept.
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		575 S. 10th St.
Phone	1 (402) 441-8313		Lincoln, NE 68516		Lincoln, NE 68508
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact	
			Purchasing		
Bid Number	3994 Addendum 2	Department		Department	
Title	Annual Supply of Police Citations	Building		Building	
			Suite 200		
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	04/25/2012	Telephone	(402) 441-8313	Telephone	
Close Date	4/30/2012 2:00:00 PM CST	Fax	(402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

Supplier Information

Company	Partek Solutions, Inc.
Address	8850 Driftwood Drive
	Indianapolis, IN 46240
Contact	Mark Lillge
Department	Sales
Building	
Floor/Room	
Telephone	920 (843) 6890
Fax	317 (299) 2325
Email	mlillge@parteksolutions.com
Submitted	4/30/2012 11:03:58 AM CST
Total	\$6,368.00

Signature _____

Supplier Notes

Bid Notes

SAMPLE BOOK CAN BE SEEN AT PURCHASING, 440 SOUTH 8TH, LINCOLN, NE

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 Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Renewal is an Option	Contract Extension Renewal is an option. One (1) year with the option to renew for three (3) additional one (1) year terms.	Yes
5	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(c) for calendar year 2012 then only if mill increase
6	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
7	Pictures	I acknowledge reading and understanding the pictures listed above.	Y
8	Delivery	State number of delivery days after the award of the contract ARO. FOB to the City/County at the location specified with all transportation charges paid.	3-4 weeks after proof approval
9	Contact	Name of person submitting this bid:	Mark Lillge
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	1,600	Books of 25 Citations per book	1600 ticket books of 25 citations to a book for a total number of 40,000 citations. Size is 4 1/2" x 8 3/4" with perforation 5/8" from top for tearing ticket out of book Ink - Black and PMS Red throughout with printing on both side of pages 1 thru 4. Set is 4 part - Page 1 is white CB, Page 2 & 3 are CFB yellow and blue and Page 4 is CF white tag or card stock. Page 1 has a barcode at the top and is consecutively numbered. Back of page 3 has a square printed with a white oval sticker approximately 1 3/8" x 7/8" that is applied by vendor. Cover of book is manilla card stock 90 - 100 lb. and has first citation number printed on exterior edge at bottom so when all books are stacked on top of each other you can read the ticket number printed on bottom flap. A two year court calendar shall be printed on cover. Books packed by number sequence, no more than 80 books per carton. Entire order to be shipped at once, no warehousing needed. Appr. 40,000 tickets are ordered twice a year.	\$3.98

Item Notes: Unit price is per each book.

Supplier Notes:

Response Total: \$6,368.00

Addendum #1
for
Annual Supply of Police Citations
Quote 3994

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification, or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

- Q. Where in the system can I find the bid tabulation sheet for the last time this was bid?
- A. To find a bid tabulation log into the E-bid system and click on the closed bid tab, click on the previous bid number 3035 addendum 1, this will open a page with pre-generated documents, click on Bid Tabulation by Supplier Document this will bring up a spreadsheet with all bidders responses. There will be 3 tabs in this document in the lower left hand corner by clicking on the "LINES tab" this will show each individual unit price and total price for each vendor.

All other terms and conditions shall remain unchanged.

Dated this 24th of April, 2012.

Shelly Hinze,
Buyer

Addendum #2
for
Annual Supply of Police Citations
Quote 3994

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification, or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

- Q. Is the label on the back of page 3 coated or uncoated? What is it used for?
A. Label is coated and will be for fingerprinting.

All other terms and conditions shall remain unchanged.

Dated this 24th of April, 2012.

Shelly Hinze,
Buyer