

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN/LANCASTER COUNTY  
ANNUAL SUPPLY OF CASSETTE TAPES  
QUOTE NO. 3859  
SECOND RENEWAL**

**RECEIVED**

APR 01 2014

LANCASTER COUNTY  
CLERK

This Amendment is hereby entered into on this 27<sup>th</sup> day of March, 2014, by and between VSA, Inc., 6929 Seward Avenue, Lincoln, NE 68507 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-12-0155, dated March 27, 2012, and D.O. 07744, dated July 12, 2012, (the "Contract"), for The Annual Supply of Cassette Tapes, Quote No. 3859, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 27, 2012 through March 26, 2013, with the option to renew for **three (3)** additional one (1) year terms; and

WHEREAS, the Agreement was amended by the City D.O. 8973 on March 21, 2013, and by the County Contract C-13-0104, executed by the County Board on March 12, 2013, to renew the agreement for an additional one (1) year period from March 27, 2013 through March 26, 2014; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,200.00 without prior approval of the Lancaster County Board of Commissioners.

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 contained in the Contract, under County Contract C-12-0155 and City D.O. 07744, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning March 27, 2014 through March 26, 2015; and
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,200.00 without prior approval of the Lancaster County Board of Commissioners.
- 3) 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.
- 4) 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.

The Board of County Commissioners of  
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 8 day of April, 2014

Executed this 25th day of March, 2014

[Signature]  
[Signature]  
[Signature]  
[Signature]  
 Amundson Absent

[Signature]  
 Finance Director

[Signature]  
 Lancaster County Attorney

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)	VSA, Inc
By: (Please Sign)	<u>[Signature]</u>
By: (Please Print)	Marty Shrader
Title: (Please Print)	Bid Specialist
Company Address: (Please Print)	6429 Seward Ave; Lincoln NE 68507
Company Phone & Fax: (Please Print)	800 888 2140 / 402-325-8033
E-Mail Address: (Please Print)	Marty@vsa1.com
Date: (Please Print)	March 19, 2014
Contact Person For: "Orders or Service" (Please Print)	Marty Shrader
Phone Number: (Please Print)	800 888 2140 x129

Note: 831-C090-5CTILB is good thru 12/31/14  
 It goes up \$ .04 per term on 6/1/2015  
 as per manufacturer

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN/LANCASTER COUNTY  
ANNUAL SUPPLY OF CASSETTE TAPES  
QUOTE NO. 3859  
FIRST RENEWAL**

C-13-0104  
MAR 07 2013

This Amendment is hereby entered into on this 21<sup>st</sup> day of March, 2013, by and between VSA, Inc., 6929 Seward Avenue, Lincoln, NE 68507 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-12-0155, dated March 27, 2012, and D.O. 07744, dated July 12, 2012, (the "Contract"), for The Annual Supply of Cassette Tapes, Quote 3859, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 27, 2012 thru March 26, 2013, 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 March 27, 2013 thru March 26, 2014 and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-12-0155 and City D.O. 07744, and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning March 27, 2013 thru March 26, 2014.
- 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.

The Board of County Commissioners of Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 12 day of March, 2013

[Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_

Executed this 19<sup>th</sup> day of March, 2013

[Signature]  
\_\_\_\_\_  
Steve Hubka  
Finance

[Signature]  
for  
\_\_\_\_\_  
Lancaster County Attorney

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

Company Name:	VSA Inc
By: (Name & Title)	(Please Print) <u>Mindy Schneider Bid Specialist</u>
By: (Name & Title)	(Please Sign) <u>[Signature] Bid Specialist</u>
Company Address:	<u>6929 Seward Ave, Lincoln, NE 68507</u>
Company Phone & Fax:	<u>Lincoln, NE 402-467-3668/402-325-8033</u>
Date:	Dated this <u>27<sup>th</sup></u> day of <u>Febr.</u> , 2013

C-12-0155

RECEIVED

MAR 21 2012

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**ANNUAL SUPPLY  
FOR  
CASSETTE TAPES  
QUOTE 3859**

**VSA, Inc.  
6929 Seward Avenue  
Lincoln, NE 68507  
402.467.3668 x 107**

**LANCASTER COUNTY  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 27 day of March 2012, by and between VSA, Inc., 6929 Seward Avenue, Lincoln, NE 68507, 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 - Cassette Tapes, Quote 3859 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.**

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. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/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

for Brian Behrens  
Lancaster County Attorney

Jane Young  
Renee Kern  
Cliff Schorr  
Karyn Audlin  
Don Dwyer  
dated 3/27/12

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

VSA Inc.  
Name of Corporation 6926 Seward Avenue  
Lincoln, NE 68507

ATTEST:  
Burt A. [Signature] (SEAL)  
Secretary

(Address)  
By: Marty [Signature]  
Duly Authorized Official  
B. J. Specolin  
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
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7410			
Fax	(402) 441-6513			
Bid Number	3859	Department	Purchasing	Department
Title	Annual Supply - Cassette Tapes	Building		Building
Bid Type	Quote		Suite 200	Floor/Room
Issue Date	02/23/2012	Floor/Room		Telephone
Close Date	3/7/2012 8:47:24 AM CST	Telephone	(402) 441-7428	Fax
Need by Date		Fax	(402) 441-6513	Email
		Email	smulder@lincoln.ne.gov	

### Supplier Information

Company	VSA, Inc
Address	6929 Seward Ave  Lincoln, NE 68507
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 467-3668 107
Fax	1 (402) 467-3780
Email	
Submitted	3/7/2012 9:25:25 AM CST
Total	\$2.79

Signature \_\_\_\_\_

### Supplier Notes

Thank you. Note concerning Bid Attributes #7, VSA discounts all items, but we do not have a 'set' % discount that can be applied across the board. It is based upon volume, manufacturer, and model. VSA will offer the best price it offers to any of it's customers for similar product and requirements.

### Bid Notes

Listed brands will only be accepted on this bid.<br>Purchases will be made off a contract on an as-needed basis with the option to renew for an additional three (3) one (1) year periods.

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	Contact	Name of person submitting this bid:	Marty Shrader
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Renewal is an Option	Contract Extension Renewal is an option.	Yes
5	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
6	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 escalation/de-escalation YES or NO  (c) If (b), state period for which prices will remain firm: through _____	(a) yes; (b) yes - after first year; (c) 3/31/13
7	Kindred Items	List percentage given for cassettes not listed in bid as kindred items.	Call for pricing. VSA discounts all items.
8	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	1-15
9	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
10	Electronic Signature	Please check here for your electronic signature.	Yes

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**Line Items**

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#	Qty	UOM	Description	Response
1	1	EA	Annual Supply of Leaderless Standard Cassette Recording Tapes	\$0.98
Manufacturer: Sony or Equivalent      Manufacturer #: DC-90				
Item Notes:       Business quality tape or equivalent. Cassette shall be secured by screws. Labeled on each side. Each cassette shall come with a soft poly case. Approximate yearly quantity ordered - 4500 cassettes. Order quantities vary from 500 - 1000 at a time. There are two (2) ship to addresses. If bidding an equivalent you need to attach the specifications in the response attachment section of the bid.				
Supplier Notes:				
2	1	EA	Annual Supply of Leaderless Standard Cassette Tapes	\$0.99
Manufacturer: Sony or Equivalent      Manufacturer #: DC-90				
Item Notes:       Business quality tape or equivalent. Cassette shall have no screws. Labeled on each side. Each cassette shall come with a hard plastic case. Approximate yearly quantity ordered - 4500 cassettes. Order quantities vary from 500 - 1000 at a time. There are two (2) ship to addresses. If bidding an equivalent you need to attach the specifications in the response attachment section of the bid.				
Supplier Notes:				
3	1	EA	Annual Supply of UR Position IEC Style 1 Normal Bias 60 Minute Cassette Tapes	\$0.82
Manufacturer: Maxwell or equivalent				
Item Notes:       Tape needs to record a total of two (2) hours. Each cassette shall come with a soft poly case. Approximate quantity of 350 - 450 per year. There are two (2) ship to addresses. If bidding an equivalent you need to attach the specifications in the response attachment section of the bid.				
Supplier Notes:				
Response Total:				\$2.79

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