

AMENDMENT TO SPEC. NO. 09-048 AGREEMENT FOR CITY THIRD AND FINAL RENEWAL

This Amendment is hereby entered into on this 2 day of Feb, 2012 by and between The Photo Shoppe, 1265 So. Cotner Blvd., Unit 14, Lincoln, NE 68510 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated March 19, 2009, under D. O. No. 1920, (the "Agreement"), for The Annual Requirements of Photography Services for Lincoln Parks & Rec. Youth Sports, Bid No. 09-048, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is March 1, 2009 – February 28, 2010, with the option to extend for three (3) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term (third and final renewal) beginning March 1, 2012 thru February 28, 2013; 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 March 1, 2012 thru February 28, 2013.
- 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>19</u> day of <u>January</u> , 2012 <u>[Signature]</u> _____ Parks & Recreation Director
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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.

Executed this 13 day of January, 2012

Company Name: (PLEASE PRINT)	<u>The Photo Shoppe</u>
By: (PLEASE PRINT)	<u>Jerry Greenemeier</u>
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	<u>Owner</u>
Company Address: (PLEASE PRINT)	<u>1265 So Cotner Blvd #14, Lincoln 68510</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402/466-8218 402/489-7010</u>
E-Mail Address: (PLEASE PRINT)	<u>jerry@photoshoppe.com</u>

**AMENDMENT TO SPEC. NO. 09-048
AGREEMENT FOR CITY SECOND RENEWAL**

This Amendment is hereby entered into on this 10th day of Febr., 2011 by and between The Photo Shoppe, 1265 So. Cotner Blvd., Unit 14, Lincoln, NE 68510 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated March 19, 2009, under D. O. No. 1920, (the "Agreement"), for The Annual Requirements of Photography Services for Lincoln Parks & Rec. Youth Sports, Bid No. 09-048, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is March 1, 2009 – February 28, 2010, with the option to extend for three (3) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for the additional one (1) year term (second renewal) beginning March 1, 2011 thru February 28, 2012; and

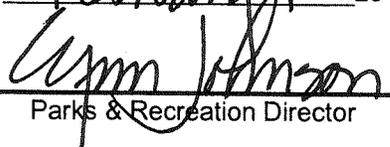
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from March 1, 2011 thru February 28, 2012.
- 2) In addition to the above, the Contractor must comply with §§ 48-2901 to 48-2912 and City of Lincoln EO 83319 and must submit a signed and notarized affidavit of compliance with said EO and Statute.
- 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.

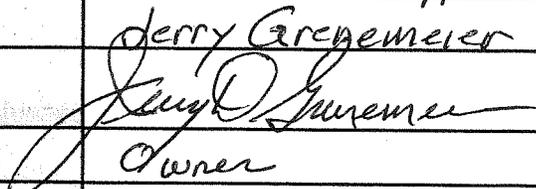
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this _____ day
of <u>February</u> , 2011

Parks & Recreation Director

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

Executed this _____ day of _____, 2011

Company Name: (PLEASE PRINT)	<u>The Photo Shoppe</u>
By: (PLEASE PRINT)	<u>Jerry Grebenmeier</u>
By: (PLEASE SIGN)	
Title:	<u>Owner</u>
Company Address: (PLEASE PRINT)	<u>1265 So. Cotner Blvd, #14, Lincoln, NE 68510</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402/466-8218</u>
E-Mail Address: (PLEASE PRINT)	<u>jerry@photoshoppe.com</u>

**AMENDMENT TO SPEC. NO. 09-048
AGREEMENT FOR CITY FIRST RENEWAL**

This Amendment is hereby entered into on this 12 day of Feb., 2010, by and between The Photo Shoppe, 1265 So. Cotner Blvd., Unit 14, Lincoln, NE 68510 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated March 19, 2009, under D. O. No. 1920, (the "Agreement"), for The Annual Requirements of Photography Services for Lincoln Parks & Rec. Youth Sports, Bid No. 09-048, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is March 1, 2009 – February 28, 2010, with the option to extend for three (3) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for the additional one (1) year term (first renewal) beginning March 1, 2010 thru February 28, 2011; 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 March 1, 2010 thru February 28, 2011.
- 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>28</u> day
of <u>January</u> 2010

Parks & Recreation Director

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

Executed this 21 day of Jan, 2010

Company Name: (PLEASE PRINT)	<u>The Photo Shoppe</u>
By: (PLEASE PRINT)	<u>Jerry D Grogan emer</u>
By: (PLEASE SIGN)	
Title:	<u>Owner</u>
Company Address: (PLEASE PRINT)	<u>1265 So Cotner Blvd #14 68510</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402/466-8218 402/489-9010</u>
E-Mail Address: (PLEASE PRINT)	<u>402/489-9010 jerry@photoshoppe.com</u>

 COPY

AGREEMENT
Photography Services for Lincoln Parks & Rec. Youth Sports
Bid No. 09-048

WITNESS the agreement by and between the CITY OF LINCOLN, NEBRASKA, a Municipal Corporation hereinafter referred to as "City" and The Photo Shoppe, 1265 So. Cotner Blvd., Unit 14, Lincoln, NE 68510, hereinafter referred to as "Contractor(s)."

WHEREAS, City operates a number of youth sports leagues throughout the year and desires to offer participants an opportunity to have team/individual photos taken.

WHEREAS, Contractor(s) is experienced in the photography business, is able to provide such service and is desirable for the conducting of such service.

NOW THEREFORE, in consideration of the premises and of the agreements and covenants herein, the parties hereto agree as follows:

1. The term of this agreement shall be from March 1, 2009 thru February 28, 2010 with option to renew for three (3) additional one (1) season terms upon mutual agreement between the parties hereto.
2. Contractor(s) agrees to indemnify and hold harmless and defend the City of Lincoln, Nebraska, and its officers, agents, servants and employees from and against all losses, claims, damages and expenses including attorney's fees arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property.
3. Contractor(s) agrees to furnish liability insurance for the operation under such permit. Such insurance coverage shall be in the minimum amounts of five hundred thousand dollars (\$500,000) for the injury or death of any number of persons per occurrence, and one hundred thousand (\$100,000) for property damage per occurrence; and both the person or organization and the City shall be insured thereunder. A certificate of insurance shall be filled and approved as to form by the City Attorney before the commencement of such use, and shall provide that it cannot be canceled until thirty (30) days written notice of such cancellation shall have been filed with the City Clerk.
4. Contractor(s) agrees to pay the City 15% of the gross sales. The City is not responsible to pay Contractor(s) for any cost or charge whatsoever. The payments to the City are to be made within sixty (60) days of each Scheduled "Picture Day".
5. Contractor(s) agrees to provide participants with order forms and any other informational material that would be needed for participants to be aware of the service and to place an order. Contractor(s) further agrees to collect fees for photo orders of Parks and Recreation Department programs at the time team/individual pictures are taken on park property. Contractor(s) agrees to be responsible for all merchandise vended pursuant to this Agreement and to assume all risk for participant satisfaction with the product, collection of all fees, delivery of product, loss on any orders or any other product related issues that may arise.

6. City agrees to provide appropriate space to set up and take photographs on park property, to include information in mailings or flyers and to schedule a "Picture Day" for Contractor(s) to provide this service.
7. City will furnish list of participants to Contractor(s) upon request. Contractor(s) shall furnish to Parks and Recreation a list of all participants who choose to purchase photos/photo packages.
8. City agrees to allow vendor to collect fee for their service on City property at the time photos are taken.
9. Contractor(s) will furnish sufficient numbers and quality of equipment and staff to provide service in a professional, timely manner.
10. Contractor(s) will furnish proof of qualifications to provide photography service. The Contractor(s) or an appointed photographer shall serve as photographer for all scheduled "Picture day" events.
11. Contractor(s) shall submit, in final draft from a copy of all promotional, informational, and ordering material for approval prior to its being distributed.
12. Contractor(s) will be required to provide at least one (1) "Picture Day" for each sport league season. Season dates will be determined by the Parks and Recreation Department and will be furnished to the Contractor(s).
13. Contractor(s) shall display no advertising on Park property other than approved signage at the site of the "Picture Day" during the time of the "Picture Day" activities.
14. Contractor(s) further agree to support and adhere to the policies, rules, directions and regulations of the Parks and Recreation Department.
15. City reserves the right to exercise general supervision and control during the "Picture Day". Contractor(s) shall conduct all operations, and all photography services in conformity with laws of the State of Nebraska and the ordinances of the City of Lincoln, and Contractor(s) shall immediately report any unlawful conduct by participants at the "Picture Day" events to the Parks and Recreation Department.
16. Contractor(s) shall not discriminate against any person because of race, color, religion, sex or national origin in any operations set forth herein or connected therewith.
17. Any official of the City may be present at the "Picture Day" event for inspection purposes.
18. City assumes no responsibility for the property of the Contractor(s) including no responsibility for loss from fire, theft, pilferage or malicious mischief.
19. This Agreement shall not be assigned or sublet by Contractor(s) except upon the express written permission from the City.

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Tom Kopplin Asst. Purchasing Agent	Address	City of Lincoln/Lancaster County Purchasing 440 South 8th Street Lincoln, NE 68508	Address	NE
Email		Contact	Tom Kopplin Asst. Purchasing Agent	Contact	
Phone	1 (402) 441-7414	Department Building		Department Building	
Fax	1 (402) 441-6513	Floor/Room		Floor/Room	
Bid Number	09-048	Telephone	(402) 441-7414	Telephone	
Title	Photography Services for Lincoln Parks & Rec Youth Sports	Fax	(402) 441-6513	Fax	
Bid Type	Bid	Email	tkopplin@lincoln.ne.gov	Email	
Issue Date	02/05/2009				
Close Date	2/25/2009 12:00:00 PM CST				
Need by Date					

Supplier Information

Company The Photo Shoppe
 Address 1265 So. Cotner Blvd.
 Unit 14
 Lincoln, NE 68510

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 466-8218
 Fax
 Email jerry@photoshoppe.com
 Submitted 2/23/2009 2:35:19 PM CST
 Total \$156.00

Signature _____

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/bidinst.ppt>

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	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 _____	Yes
4	Percentage paid to Parks	Please state the percentage to be paid to Parks:	15% of net sale
5	Sample Agreement	I acknowledge reading and understanding the Sample Agreement.	Yes
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements as prescribed in section two (2) of the bid.	Yes
8	Contact	Name of person submitting this bid:	Jerry Grenemeier

Line Items

#	Qty	UOM	Description	Response
1	1	Package	Gold Package to include: One (1) Memory Mate, Eight (8) Trader Photos, 16 Mini Wallet and one (1) 12 X 18 Poster	\$35.00
Manufacturer #:				
Item Notes: Price is to include all taxers and the Lincoln Parks & Rec share as stated in the attributes portion of this bid.				
Supplier Notes: Net price after sales tax removal....\$32.71				
2	1	Package	Silver Package to include: One (1) Memory Mate, Eight (8) Trader Photos, 16 Mini Wallet.	\$25.00
Manufacturer #:				
Item Notes: Price is to include all taxers and the Lincoln Parks & Rec share as stated in the attributes portion of this bid.				
Supplier Notes: Net price after sales tax removal....\$23.36				
3	1	Package	Bronze Package to include: One (1) Memory Mate, Eight (8) Trader Photos.	\$18.00
Manufacturer #:				
Item Notes: Price is to include all taxers and the Lincoln Parks & Rec share as stated in the attributes portion of this bid.				
Supplier Notes: Net price after sales tax removal....\$16.82				
4	1	Each	Memory Mate, Al la Carte.	\$10.00
Manufacturer #:				
Item Notes: Price is to include all taxers and the Lincoln Parks & Rec share as stated in the attributes portion of this bid.				
Supplier Notes: Net price after sales tax removal....\$9.36				
5	1	Set	Eight (8) Trader Photos, Al la Carte.	\$10.00
Manufacturer #:				
Item Notes: Price is to include all taxers and the Lincoln Parks & Rec share as stated in the attributes portion of this bid.				
Supplier Notes: Net price after sales tax removal....\$9.36				
6	1	Set	Eight (8) Wallet Photos, Al la Carte. (No Graphic)	\$8.00
Manufacturer #:				
Item Notes: Price is to include all taxers and the Lincoln Parks & Rec share as stated in the attributes portion of this bid.				
Supplier Notes: Net price after sales tax removal....\$7.48				

7	1	Set	Sixteen (16) Mini Wallet photos, Al la Carte. (No Graphic)	\$8.00
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Manufacturer #:

Item Notes: Price is to include all taxers and the Lincoln Parks & Rec share as stated in the attributes portion of this bid.

Supplier Notes: Net price after sales tax removal....\$7.48

8	1	Each	Buttons, Al la Carte.	\$5.00
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Manufacturer #:

Item Notes: Price is to include all taxers and the Lincoln Parks & Rec share as stated in the attributes portion of this bid.

Supplier Notes: Net price after sales tax removal....\$4.21

9	1	Each	5 X 7 Team or Individual, Al la Carte.	\$7.00
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Manufacturer #:

Item Notes: Price is to include all taxers and the Lincoln Parks & Rec share as stated in the attributes portion of this bid.

Supplier Notes: Net price after sales tax removal....\$6.54

10	1	Each	8 X 10 Team or Individual, Al la Carte.	\$10.00
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Manufacturer #:

Item Notes: Price is to include all taxers and the Lincoln Parks & Rec share as stated in the attributes portion of this bid.

Supplier Notes: Net price after sales tax removal....\$9.36

11	1	Each	12 X 18 Poster, Team or Individual, Al la Carte.	\$15.00
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Manufacturer #:

Item Notes: Price is to include all taxers and the Lincoln Parks & Rec share as stated in the attributes portion of this bid.

Supplier Notes: Net price after sales tax removal....\$14.02

12	1	Each	Key Chain, Al la Carte.	\$5.00
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Manufacturer #:

Item Notes: Price is to include all taxers and the Lincoln Parks & Rec share as stated in the attributes portion of this bid.

Supplier Notes: Net price after sales tax removal....\$4.67

Response Total:	\$156.00
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