

Tracking No. 17020151

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**Annual Supply
Craft & Hobby Supplies
Quote No. 5543**

**Fun Express LLC
4206 S 108 St.
Omaha, NE 68137
(800) 228-2003**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Fun Express LLC, 4206 S 108 St., Omaha, NE 68137** hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner 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:

Craft & Hobby Supplies, Quote No. 5543

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, 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 Owners 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 Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The Owners agree 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 Owners:

The Owners will pay for products/service, according to the catalog discount pricing per attribute 7 as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The cost of products or services for County agencies shall not exceed \$500.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for City Departments shall not exceed \$2,500.00 during the contract term without approval.

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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

8. Period of Performance. This Contract shall be effective upon execution by all 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.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Specifications
 4. Instructions to Bidders
 5. Sales Tax Exemption Form 13
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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 upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

CONTRACT
Annual Supply
Craft & Hobby Supplies
Quote No. 5543
City of Lincoln and Lancaster County
Fun Express LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

FUN EXPRESS LLC
Name of Corporation

4206 S. 100TH ST OMAHA, NE 68137
Address

By: JOSH MASON
Duly Authorized Official

BUSINESS DEVELOPMENT
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 Signature Page

CONTRACT
Annual Supply
Craft & Hobby Supplies
Quote No. 5543
City of Lincoln and Lancaster County
Fun Express LLC

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

**CONTRACT
Annual Supply
Craft & Hobby Supplies
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City of Lincoln and Lancaster County
Fun Express LLC**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of Lancaster,
Nebraska

Deputy Lancaster County Attorney

dated _____

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Rachelle Hinze, Buyer	Address	Purchasing	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	Lincoln, NE 68508
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	Contact
Bid Number	5543	Department		Department
Title	Annual Supply of Craft & Hobby Supplies	Building	Suite 200	Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	1/3/2017 09:22 AM (CT)	Telephone	1 (402) 441-8313	Telephone
Close Date	1/12/2017 11:00:00 AM (CT)	Fax	1 (402) 441-6513	Fax
		Email	rhinze@lincoln.ne.gov	Email

Supplier Information

Company Fun Express LLC
 Address 4206 S 108 St
 Omaha, NE 68137
 Contact Nicole Anthony
 Department
 Building
 Floor/Room
 Telephone (800) 228-2003
 Fax (800) 228-1002
 Email nanthony@funexpress.com
 Submitted 1/3/2017 10:49:40 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Josh Mason Email jmason@funexpress.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	No
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	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
5	Catalog	I acknowledge sending our Company catalog to: City of Lincoln Purchasing Attn: Rachelle Hinze 440 South 8th Street Lincoln, NE 68508	Yes
6	Order Placement	Which type of ordering do you offer online, fax and/or phone in?_____ Explain.	Fun Express offers online ordering through our website www.funexpress.com/corporate . We also offer ordering through phone at 800-228-2003 and fax at 800-228-1002.
7	Catalog Discount	Do you offer catalog/online discount pricing? Yes/No _____. List your catalog/online discount pricing. Explain if you have multiple discounts.	Yes. Fun Express always extends a 20% discount off the Oriental Trading Company retail prices.
8	Shipping	Do you have a minimum order shipping amount? Yes/No _____. If yes, list the minimum amount. Explain your shipping costs.	Ground shipping is free on any order over \$125. Otherwise, ground shipping is \$9.95 on orders less than \$125.
9	Payment	Will you accept payments from invoices by payment voucher? Yes/No _____. If no, explain your payment policy.	Yes. Fun Express accepts payments by payment voucher as well as purchase orders and credit cards.

- | | | | |
|----|---|---|---|
| 10 | Purchase Order, Contract and Delivery Contact | The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services.
Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded. | Contact: Josh Mason. Email: jmason@funexpress.com Phone: 402-939-3053 |
| 11 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 12 | Delivery | State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid. | Two days delivery as we ship from Omaha, NE. |
| 13 | Contact | Name of person submitting this bid: | Josh Mason |
| 14 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

Response Total: \$0.00
