

AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY OF CRAFT SUPPLIES
QUOTE NO. 4237
SECOND RENEWAL

This Amendment is hereby entered into by and between Fun Express LLC, 4206 S. 108th Street, Omaha, NE 68137 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated January 15, 2013, under D. O. No. 08636, (the "Contract"), for The Annual Supply of Craft Supplies, Quote No. 4237, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 15, 2013 through January 14, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City D.O. 10471 on December 23, 2013, to renew the Contract for an additional one (1) year period from January 15, 2014 through January 14, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning January 15, 2015 through January 14, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$4,400.00 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 Contract shall be from January 15, 2015 through January 14, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$4,400.00 without prior approval by the City of Lincoln.
- 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.

Official City Use Only

<p>Dated this <u>15</u> day</p> <p>of <u>December</u> 2014</p> <p><u>Lynn Johnson</u></p> <p>Parks & Recreation Director</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)	FUN EXPRESS, LLC
By: (Please Sign)	Kaitlynn Koonce
By: (Please Print)	Kaitlynn Koonce
Title: (Please Print)	National Account Sales Support Rep
Company Address: (Please Print)	4206 South 108 th Street Omaha, NE 68137
Company Phone & Fax: (Please Print)	800-228-2003 phone, 800-228-1002 fax
E-Mail Address: (Please Print)	orders@funexpress.com
Date: (Please Print)	December 08 th , 2014
Contact Person For: "Orders or Service" (Please Print)	Josh Mason
Phone Number:	800-228-2003

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF CRAFT SUPPLIES
QUOTE NO. 4237
FIRST RENEWAL**

This Amendment is hereby entered into on this 20 day of November, 2013 by and between Fun Express LLC, 4206 S. 108th Street, Omaha, NE 68137 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated January 15, 2013, under D. O. No. 08636, (the "Agreement"), for The Annual Supply of Craft Supplies, Quote No. 4237, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is January 15, 2013 through January 14, 2014, 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 renew the agreement for an additional one (1) year term beginning January 1, 2014 through December 31, 2014; and

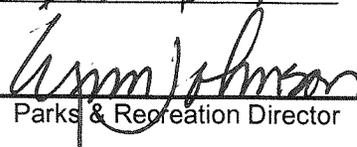
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from January 1, 2014 through December 31, 2014.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

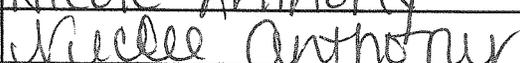
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

Dated this <u>9</u> day
of <u>November</u> , 2013
 _____ Parks & Recreation Director

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)	Fun Express
By: (PLEASE PRINT)	Nicole Anthony
By: (PLEASE SIGN)	
Title:	National Account Representative
Company Address: (PLEASE PRINT)	4206 S. 108 St Omaha NE 68137
Company Phone & Fax: (PLEASE PRINT)	1-800-228-2003P 1-800-228-1002F
E-Mail Address: (PLEASE PRINT)	n.anthony@funexpress.com
Date:	November 20, 2013

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
Of
Craft Supplies
Quote 4237**

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

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 15th day of Jan. 2017, by and between **Fun Express LLC, 4206 S. 108th Street, Omaha, NE 68137**, 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 Craft Supplies, Quote No. 4237** 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, Free Shipping and 20% Discount.

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 from the date of the executed contract until the end of the yearly catalog with the option of three (3) additional one (1) year terms following the new release of each additional years catalog.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Instructions to Bidders
 5. 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.

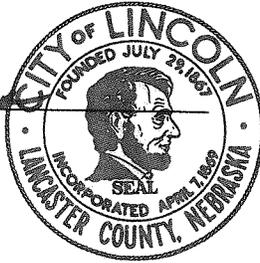
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jean E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Asm Johnson
Parks and Recreation Director

Approved by Directorial Order 08636

dated 1/15/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST

Harley Holt (SEAL)
Secretary

Fun Express LLC
Name of Corporation

4206 S 108 St
(Address) Omaha, NE 68107

By: Nicole Anthony
Duly Authorized Official

Nat'l Acct. Rep
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\City & County	Address	Parks & Recreation
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		2740 A St.
Phone	1 (402) 441-8313		Lincoln, NE 68508	Contact	Lincoln,, NE 68502
Fax	1 (402) 441-6513	Contact	Shelly Hinze Buyer	Department	
Bid Number	4237	Department		Building	
Title	Annual Supply of Craft Supplies	Building		Floor/Room	
Bid Type	Quote	Floor/Room		Telephone	(402) 441-8706
Issue Date	10/26/2012	Telephone	1 (402) 441-7416	Fax	
Close Date	11/2/2012 2:00:00 PM CST	Fax	1 (402) 441-6513	Email	
Need by Date		Email	rhinze@lincoln.ne.gov		

Supplier Information

Company Fun Express LLC
 Address 4206 S 108 St
 Omaha, NE 68137
 Contact Nicole Anthony
 Department
 Building
 Floor/Room
 Telephone 1 (800) 2282003
 Fax 1 (800) 2281002
 Email nanthony@funexpress.com
 Submitted 10/31/2012 8:55:10 AM CST
 Total \$30.00

Signature _____

Supplier Notes

PLEASE FEEL FREE TO CONTACT ME DIRECTLY IN REGARDS TO THIS BID.. Thanks Nicole Anthony

Bid Notes

*Please send two catalogs to:
 City of Lincoln, Purchasing
 Attn: Shelly Hinze
 440 S. 8th, Ste. 200
 Lincoln, NE 68508

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	Release of New Catalog	What month do you release your new catalog?	October, December, March, April, August
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Catalog/Internet Discount	List your catalog/online list price discount to be given during the term of the contract.____ 	20
6	Catalog	I acknowledge that I have sent two catalogs to: City of Lincoln, Purchasing, Attn: Shelly Hinze, 440 S. 8th, Ste. 200 Lincoln, NE 68508	Y
7	Term Clause of Contract	I acknowledge that the first term of the contract will be from the date of the executed contract till the end of your yearly catalog with the option of three (3) additional one (1) year renewals following the new release of each additional years catalog. ((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 _____	yes
8	Quantities	I acknowledge the quantity listed for the line items are for market basket pricing for the award of the contract. The quantity of items is unknown. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
9	Contact	Name of person submitting this bid:	Nicole Anthony
10	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Pack of 50 sheets	Assorted 12" x 18" 76lb. construction paper with recycled content	\$3.00
Item Notes: Please list your item number and page number the item can be found on in the supplier notes.				
Supplier Notes: IN 73/64811 RIVERSIDE CONSTRUCTION PAPER SEE WEBSITE (ORIENTALTRADING.COM)				
2	1	Box of 12	Crayola Markers (Box of 12) with conical tips	\$4.80
Manufacturer: Crayola				
Item Notes: Please list your item number and page number the item can be found on in the supplier notes.				
Supplier Notes: IN 73/44006 12PK CRAYOLA CONICAL MARKERS SEE WEBSITE (ORIENTALTRADING.COM)				
3	1	Pack of 500	Jumbo Craft Sticks, 6" x 3/4", Natural in color.	\$5.60
Item Notes: Please list your item number and page number the item can be found on in the supplier notes.				
Supplier Notes: IN 57/1008 IARGE NATURAL WOOD CRAFT STICKS (500) SEE WEBSITE (ORIENTALTRADING.COM)				
4	1	Bag	Fuse Beads approximately 6000 assorted colored pieces per bag.	\$6.80
Item Notes: Please list your item number and page number the item can be found on in the supplier notes.				
Supplier Notes: IN 48/8186 FUSE BEADS (5000) SEE WEBSITE (ORIENTALTRADING.COM)				
5	1	EA	Elmer's Washable School Glue, 7 5/8 ounce bottle	\$1.60
Manufacturer: Elmers				
Item Notes: Please list your item number and page number the item can be found on in the supplier notes.				
Supplier Notes: IN 73/10003 ELMER'S GLUE ALL 7.63 OZ SEE WEBSITE (ORIENTALTRADING.COM)				
6	1	EA	Tissue paper 20" x 30". 20 assorted sheets. Colors bleed when wet.	No Bid
Item Notes: Please list your item number and page number the item can be found on in the supplier notes.				
Supplier Notes:				

7	1	Roll	Kraft 50 lb. white paper roll 36" x 1000'	No Bid
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Item Notes: Please list your item number and page number the item can be found on in the supplier notes.

Supplier Notes:

8	1	EA	1 lb. non tarnishing glitter - blue	No Bid
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Item Notes: Please list your item number and page number the item can be found on in the supplier notes.

Supplier Notes:

9	1	Pack of 6	Foam door hangers approximate 3 3/4" x 10"	\$5.80
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Item Notes: Please list your item number and page number the item can be found on in the supplier notes.

Supplier Notes: IN 57/2021 FABULOUS FOAM DOOR HANGERS
SEE WEBSITE (ORIENTALTRADING.COM)
DOOR HANGERS ALSO INCLUDE 456 SELF ADHESVE SHAPES FOR DECORATING FUN. 4"X 10 1/2"

Alt 1	1	Pack of 12	Alt Spec: IN 57/2021 FABULOUS FOAM DOOR HANGERS SEE WEBSITE (ORIENTALTRADING.COM)	5.80
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Alt Manufacturer: NULL Alt Manufacturer #: NULL

Item Notes: Please list your item number and page number the item can be found on in the supplier notes.

Supplier Notes: DOOR HANGERS ALSO INCLUDE 456 SELF ADHESVE SHAPES FOR DECORATING FUN. 4"X 10 1/2"

10	1	EA	2 lb. white crayola model magic modeling compound	
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Manufacturer: Crayola

Item Notes: Please list your item number and page number the item can be found on in the supplier notes.

Supplier Notes:

Alt 1	1	EA	Alt Spec: IN 73/90146 CRAYOLA AIR DRY CLAY 2LBS SEE WEBSITE (ORIENTALTRADING.COM)	4.00
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Alt Manufacturer: CRAYOLA Alt Manufacturer #: NULL

Item Notes: Please list your item number and page number the item can be found on in the supplier notes.

Supplier Notes: AIR DRY CLAY CAN SERVE THE SAME AS MODLE MAGIC AND IS SOLD IN THE 2LB SIZE YOU REQUESTED

11	1	Pack of 100	Chenille pipe cleaner stems 12" x 6mm	\$2.40
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Item Notes: Please list your item number and page number the item can be found on in the supplier notes.

Supplier Notes: IN 12/1526 CHENILLE STEMS
SEE WEBSITE (ORIENTALTRADING.COM)

Response Total: \$30.00

City of Lincoln
Deviations

- 1) Include the customer number with every purchase order to reduce billing errors.
 - a) The Customer Number for you is : # **1344577**
- 2) **A 20% discount will apply to Oriental Trading retail catalog prices.** This discount applies to merchandise only. No discount will be given for shipping and handling charges. Total amount of the discount is removed from individual line items. **Custom imprint (advertising specialty products)** sold by our **Fun Impressions** group are not eligible for discount.
- 3) **Free Standard delivery on orders over \$125.00.** Orders less than \$125. Shipping charges are a flat rate of \$9.95 prepaid and added to invoice. Free delivery does not apply to the additional per item shipping fee for items in our catalog identified with the symbol of a truck. **Shipping charges are subject to change.** Free delivery does not apply to **custom imprint (advertising specialty products)** sold by our **Fun Impressions** group.
- 4) URL address: www.orientaltrading.com
 - **You may shop our web site and create your order.** Our on-line order system does not recognize or extend your discount, or can you use a Purchase Order. After creating a shopping cart on line call Sales Support to receive the discount on your order. Call 1-800-228-2003 or print the cart and fax it to 1-800-228-1002. Make sure you include your customer number, method of payment and delivery address.
- 5) Catalogs - Main, Seasonal, Hands on Fun, Craft, and Fun Impressions are sent frequently during the year. Items may be ordered at any time, but prices are subject to change.
- 6) Merchandise is delivered approximately 7 business days after receipt of order. Custom Imprint items may require 30 days or longer for delivery.
- 7) Payments on net accounts are due within 30 days of receiving the order. 0% discount is given for early payment.
- 8) The purchase order number will appear on the invoice and packing slip, but may not appear on the outside of the package. A single copy of the invoice is mailed at the time your order is shipped.
- 9) Claims for missing or damaged items must be made within 30 days of receiving order. All sales are made and consummated with Fun Express a subsidiary of Oriental Trading in Omaha, Nebraska. Title and risk of loss to the goods sold shall pass at the time that the goods are delivered to a common carrier.
- 10) Your representative for on-site visits will be Josh Mason. Questions or problems may be directed to: Nicole Anthony 1-888-999-0327 or Josh Mason 1-888-999-0387

June 2012