C-14-0454

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CONTRACT DOCUMENTS

CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA

ANNUAL REQUIREMENTS
FOR
Travel Agent Services

Odyssey Travel
237 So. 70th Street
Lincoln, NE 68510
402-436-2444

CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into by and between **Odyssey Travel, 237 So. 70th Street, Lincoln, NE 68510**, 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 requested proposals from Vendors in accordance with law, Specifications and other Contract Documents for the Work herein described, and has approved and adopted said documents for and in connection with said Work, to-wit:

For providing **Travel Agent Services** and,

WHEREAS, the Contractor, in response to such request, has submitted to the Owners, in the manner and at the time specified, a Proposal in accordance with the terms; and,

WHEREAS, the Owners, in the manner prescribed by law has examined the Proposal submitted and as a result has determined and declared the Contractor to be a responsible Vendor for the said Work for the sum or sums named in the Contractor's Proposal, 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 (Attachment A)

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 pricing as listed in Attachment A, 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 total cost of products or services for County agencies shall not exceed $5,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed $24,000.00 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 specifications, insurance requirements, 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. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with option to renew for three (3) additional one (1) year terms upon mutual consent of all parties.

9. Federal Forms: The Vendor agrees to abide by all the Federal Forms attached to this contract.

10. The Contract Documents comprise the Contract, and consist of the following:
    1. Contract Agreement
    2. Attachment A
    3. Specifications
    4. Federal Forms
    5. Sales Tax Exemption Form 13
    6. Indemnification Clause (Attachment B)

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 THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order 11697

Dated 8/27/14

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

County Law

The Board of County Commissioners of Lancaster, Nebraska

Smoyer Absent

Dated 9/9/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Odyssey Travel
Name of Corporation

ATTEST:

2375 07th
(Address)

_____(SEAL)
Secretary

By: Valerie H Holmes
Duly Authorized Official

President
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

Attachment A

Odyssey Travel

August 6, 2014

Travel Agent Services:

Valerie Holmes moved to Lincoln March 1981, and worked for Via Van Bloom Travel, in 1991 she bought the east office location and in 1999 changed the name to Odyssey Travel. We have been in the same location since 1981. Our hours are 8:30 am to 5:00pm Monday - Friday, we do offer after hours emergency service. We are a full service Travel Agency, issuing airline tickets, booking cars, hotels, tours, cruises and trips around the world!

Our fee to issue an airline ticket is $ 20.00 per ticket. No matter how many tickets we issue, if you make a change to a purchased ticket we would charge the $ 20.00 service fee again. We don't charge a fee to book any hotel or car reservations.

Three references:

1. PEN LINK INC
5936 VANDERVOORT DR
LINCOLN NE 68516-2305
mmurman@penlink.com

Phone 402 421-8857
Contact- Mike Murman, President/Owner
25 years of arranging travel for his company

2. Dept of Education
301 Centennial Mall
Lincoln, NE 68509
denise.fisher@nebraska.gov

Phone 402 471-5020
Contact- Denise Fisher, Secretary
20 years of arranging travel for the Department

3. Dept of Military

2433 NW 24th Street

Lincoln NE 68524

karen.heath@nebraska.gov

Phone 402 471-7173

Contact- Karen Heath,Secretary

15 years of arranging travel for the Military dept

Thank you for considering Odyssey Travel for your travel needs.

Valerie K Holmes

Owner

237 So 70th Street

Lincoln, NE 68510

402 436 2444

valerie@neodsseytravel.com

Attachment B

Indemnification Clause

To the fullest extent permitted by law, Service Provider shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Service Provider, or anyone for whose acts any of them may be liable. This section will not require Service Provider to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.